

Supplemental Rental Agreement

This agreement supplements the terms of the applicable RV Rental Agreement (regardless of rental platform), and supersedes all contradictory terms, if any, in that agreement and any contradictory terms located in the terms and conditions and/or policies of the rental platform. Please make sure you fully read and understand everything in this agreement.

1) Start & End Times

The rental period shall start & end at the dates and times listed on the attached Face Page. These dates/times are exact, unless adjusted in writing.

2) Delivery Location

If the unit is delivered, the delivery location is as agreed upon and will be listed on the Face Page.

3) Cancellation Policy

- a) Cancellations made 30 days or more in advance will be fully refunded, minus the reservation deposit (25% of the total) and minus the cost of our 'Cancellation Protection' service.
- b) Cancellations made within 30 days of trip will be charged an additional \$250 cancellation fee.
- c) Cancellations made within 7 days of trip will be charged the entire trip price, not including the security deposit.

4) Insurance

Liability Insurance coverage is required on every rental, unless rv is delivered or rv is booked through a rental platform and sufficient insurance coverage is provided by said platform. There are a few options for coverage as listed below:

- a) **Option 1: Using your own insurance** - If you elect to use your own insurance for your rental, you are required to provide proof from your personal insurance carrier that **LIABILITY** from the tow vehicle will extend back to the rented trailer while being towed. There is a form that will need to be filled out by your insurance representative, which we can provide you with in advance. Please make sure this form is completed and returned to us from your insurance representative before your trip starts.

To get this form, please email us at rentals@midmichiganrv.com.

- i) You may also submit an insurance binder from your personal insurance company, however the limits of coverage must be approved by Mid Michigan RV Rental LLC.

b) Option 2: Purchasing insurance through our commercial insurance company

- If your personal insurance does not extend liability coverage to the rented unit, or you cannot provide proof of such, you must purchase liability insurance from our insurance company. You may do so by visiting www.mbatrailer.com (providing policy #404134) and the stock/unit number of the RV you are renting. Rental insurance costs approximately \$11 per day. Additional optional coverages are also available for an additional cost.

5) You are fully responsible for the deductible amount for any incidents that occur during your rental period in which an insurance claim is filed on. You agree we may charge your card on file for the amount of said deductible, even after time has passed since your rental ended.

6) Early Returns/Late Pickups

There are no refunds for early returns or late check ins, inclement weather, or shortened trips of any type.

7) Check in/Out Times & Deliveries

8) We schedule deliveries and pickups on an individual basis, which is subject to change/availability.

a) If You Pull/Drive RV Yourself: Please select what time you would like to pick up and drop off the camper for your chosen trip dates when reserving or booking online. We will have the camper ready to go before you arrive. If you are going to be late, please reach out to us at 989-310-3110 as soon as possible. Late arrivals are subject to late fees, rescheduling, or cancellation. The person who booked the RV must be the person who is picking up the camper. Please bring a valid driver's license and the credit/debit card used at booking. Upon picking up the camper, our staff will help you hitch to the camper, and give you a short orientation on it's features. The entire check in process takes approximately 1 hour, please plan accordingly. When dropping off the camper, please arrive at or before your selected return time. If you are running late, please call us immediately.

b) Deliveries: We usually are available to meet at your selected time, but it is not always guaranteed. We require the person booking the reservation to be on site at the time of delivery with a valid driver's license/state ID and a valid credit/debit card in their name for the security deposit. Upon delivering the camper, our staff will give you a short orientation on the

camper and its features. The entire check in process takes about 1 hour, please plan accordingly. We cannot guarantee all deliveries will be available at your selected time-some will be later due to cleaning routines from the last reservation or other pickups and deliveries. We will notify you in advance if your selected time(s) are unavailable. Please be advised, we typically do not deliver later than 6pm unless prior arrangements are made. If you do not make arrangements for a late delivery in advance and are not available at the original scheduled delivery time, you may be subject to a late fee, cancellation, or you may have to wait until the next available delivery date. No refunds or credits will be provided in these cases.

c) Retrievals: We are usually flexible on retrieval times, but available retrieval times are based on availability and are subject to change. There may be situations where we need to retrieve the camper at an earlier time in order to clean the camper before the next reservation. If this is the case, we will inform you of this in advance.

- i) **Please DO NOT leave the camper before we arrive to retrieve it.** You are still responsible for any and all damages/thefts that occur until we take possession of the camper, and may be charged a \$250 RV abandonment fee, unless other arrangements are made with us in advance. Communication is key-we are more than happy to work with you if you need to make special arrangements.

9) Renters

The primary renter and all driver(s) must be 25 years or older. If driving/towing, they must also have a valid driver's license. Only authorized drivers are permitted to pull/drive RV. The person reserving the unit must be an occupant of the unit during the entire camping period and. No more than the maximum persons allowed on the Face Page - Rental Agreement form are to be inside the RV at any given time.

10) Overhead Obstructions

Please familiarize yourself with the RV's height clearance. Be aware that the RV has additional equipment on top of the roof, which may not be clearly visible from the ground, such as the air conditioning unit and antennas. Also, please ensure you have retracted any roof vents, as driving with these open may cause damage.

11) Backing & Tight Maneuvering

A spotter is **REQUIRED** at all times when backing the RV or maneuvering in tight

corridors. Please be aware of undercarriage clearances, as plumbing and stabilizing jacks typically hang low under the RV and are subject to damage. Be especially careful when traveling up or down rapid changes in inclines or abnormal terrain slopes.

12) Before Moving RV

Before moving the RV, please follow due diligence to ensure it is ready for transport. Perform a walk around to verify all compartments are closed, utilities are disconnected, jacks are raised, and wheel chocks are removed. Please reference the checklist below as a reminder for the important steps to take, but be aware this list is not inclusive:

- a) Utilities Disconnected
- b) Awning retracted
- c) All items inside are secure from moving
- d) Interior cupboards, drawers, and doors closed
- e) Heater, AC, fridge, and all other appliances are turned OFF
- f) Propane OFF at tank
- g) Lights and electronics off
- h) All persons have exited
- i) ALL stabilizer jacks retracted BEFORE raising or lowering tongue jack
- j) Verified hitch clearance before backing up
- k) Hitched vehicle with sway/stabilizer bars, emergency cord, and electrical line
- l) All doors and vents closed
- m) Wheel chocks removed
- n) Tongue jack fully raised
- o) Performed final walk-through and walk around

13) Festivals And Gatherings

Attendance with a rental unit at any festival or large gathering of more than 250 people requires written authorization from us prior to your reservation, and may require a larger security deposit at the sole discretion of the Rental Agency. Failure to abide by this rule may result in forfeiture of your security deposit and repossession of the RV without a refund.

14) Abandoned RV

In the event a renter abandons the RV at any location, a \$3,000 fee will be assessed.

15) Pet Policy

We apologize, but NO PETS OF ANY KIND (except service animals) are

permitted in our campers in order to keep our campers as clean and fresh as possible for all renters. **An exception applies to any unit advertised as "pet-friendly", however you must include the "Furry Friend Fee" add-on to avoid additional charges.** Failure to follow this rule will result in 100% loss of security deposit PLUS any costs for damages and/or repair/replacement. You must notify us prior to your rental if you are bringing a service animal to avoid being charged incidentally. **ABSOLUTELY NO EXCEPTIONS TO THIS POLICY!!!**

16) Smoking Policy

NO SMOKING OF ANY SUBSTANCE is allowed in the camper (including but not limited to cigarettes, cigars, pipes, marijuana, E-cigs, vapes, or any other substances). Failure to follow this rule will result in 100% loss of security deposit PLUS any costs for damages and/or repair/replacement. Any evidence of the storage, transportation, or use of illegal substances will forfeit your entire security deposit. RVs returned with any evidence of drug use or transportation will result in legal action. **ABSOLUTELY NO EXCEPTIONS TO THIS POLICY!!!**

17) Reservations: In order to reserve your trip dates, we require a minimum 25% deposit up front at the time of booking. This deposit is applied towards your reservation cost, and is non-refundable. We allow a 10-minute grace period for accidental bookings. Please call or email us immediately.

18) Damages: You are fully responsible for ALL damages that occur during your rental, including the amount of the deductible for damages an insurance claim is filed on. You agree we may charge your payment method(s) on file for the estimated or actual total repair or replacement cost including labor and applicable taxes & fees, even if time has passed since your rental concluded, if and when we are able to determine the damage(s) occurred during your rental period. If damage costs cannot be charged against your payment method, you agree to pay the estimated or actual repair cost within 14 days of the invoice date.

19) Charges: Unless other payment arrangements are made, we will charge your card on file for the full trip cost, minus the \$500 Security Deposit, 7 Days before your trip starts.

20) Security Deposits: A hold or charge will be placed for the security deposit up to 1 day before your trip starts. Your security deposit will be released or refunded within 7 days as long as no damage is observed. If damage is observed, we will hold your security deposit for as long as needed in order to get a repair estimate and/or repair performed. You will receive a refund for the remaining (if any) security deposit within 30 days of repair/estimate, along with a detailed report of damages reported. If the repair/estimate cost is higher than your security deposit,

we will charge your card on file for the remaining balance, or mail you a bill for the additional costs. This bill is due within 14 days. You are responsible for all damages, including, but not limited to, labor and damages exceeding your security deposit.

21) Required Documents: In order to rent an RV from us, we require the following:

- a) Completed Face Page Rental Agreement**
- b) This signed Supplemental Rental Agreement (SRA)**
- c) Applicable Insurance Documents & Payment(s) when necessary.**
- d) Customer Information Record:** This document asks for your information, such as your name, driver's license number, address, DOB, employment information, and other basic information. This information is required if you are pulling the camper with your vehicle per insurance requirements.
- e) Valid Driver's License. If delivering, a valid government issued photo ID will be acceptable.**
- f) Valid credit/debit card in the renter's name**

Please note: failure to completely and accurately fill out required documents and provide necessary information will cancel your reservation/booking. Falsifying any documents will cancel your reservation/booking, and you will not be permitted to rent from us in the future. No refunds will be offered for any of these circumstances.

22) Right To Cancel & Repossess

We reserve the right to cancel your reservation/booking at any point, with or without reason, including if we believe you are intoxicated or if we believe you are incapable of safely renting our RV, our RV is at risk of damage, or if we believe there is a risk of personal injury or death to you, your group, our employees, or others. In the event we cancel your reservation with cause, no refunds will be provided. We reserve the right to repossess the RV at any point during your rental if there is evidence or reason to believe any of our policies have been broken.

23) State Parks

In order to access a Michigan State Park Campground, the State of Michigan requires that your vehicle has a Recreation Passport. You are responsible for acquiring this in order to bring your vehicle into a State Park. Recreation Passports are available to purchase when you renew your license plate, or you can purchase one at the state park for an additional fee. We are not responsible and no refunds will be issued for cancellations or delays caused by not obtaining a Recreation Passport.

- a) You are required to obey all State laws and State Park rules while renting our campers. Failure to obey State Park rules or State Laws will forfeit your reservation/booking, including security deposit, and you will be charged the balance of any fines, charges, or fees assessed against Mid Michigan RV Rental LLC.

24) Cleaning Policy

RV must be returned in a **REASONABLY** clean condition. **If the camper is returned in a reasonably clean condition, no cleaning fee will apply. Our definition of 'reasonably clean' is as follows:** A used, but reasonable and considerate condition that would be expected based on the length of your rental and the location of your trip, and to include:

- a) All trash taken out
- b) Dishes clean and put away
- c) Counters wiped down
- d) RV tidy
- e) Floors swept
- f) Toilet and toilet seat clean
- g) Appliances cleaned
- h) Used towels placed in shower stall
- i) Camper free from obnoxious odors or excessive animal hair

Dirty campers may be charged an additional fee for cleaning charged at \$150 per hour, charged in 15 minute increments with a 1 hour minimum.

Extreme cases (due to smoke, animals, bugs, and/or any other unreasonable or excessive conditions) will be charged the full security deposit plus an hourly cleaning fee of \$250 per hour, charged in 1-minute increments.

25) Awnings

While we highly recommend not using the awning, we ultimately leave it up to the renter. The awning must be properly stowed anytime there is unfavorable weather, any wind, you are away from the RV, when you are inside for any length of time, or when a bonfire is lit within 25 ft of the RV.

- a) **Damage resulting from awning use is 100% renters responsibility.**

Keep in mind, awnings can cost more than \$2,500 to replace and are not covered by insurance. Even just one bent arm can cost \$800 or more. The RV will have an awning seal installed to show evidence of use during your rental. By signing this document, you agree the seal is intact and any evidence of awning use will be evident by a broken seal upon returning the

RV. The awning is a convenience item, and is not guaranteed to be in working condition.

26) Pre-Trips and Road Safety

You, the renter, are responsible for verifying BOTH the RV and your tow vehicle are in a safe and roadworthy condition everyday during your rental, prior to driving.

27) Transporting, moving, and re-positioning of RV

Units that are delivered to your campsite/camping location may not be moved, hooked up to, re-positioned, or relocated by the renter by any means. The unit's current and past location, speed, or other parameters may be monitored via GPS technology. Any evidence of tampering with, disabling or otherwise deceiving said equipment and/or relocating the RV will result in 100% loss of security deposit, and you waive us of any/all liability of injury, death or damages. You will be fully responsible for damages and financial obligations caused by disregarding this policy.

28) Electrical

****ALWAYS**** use the supplied surge protector when hooking into **ANY** electrical system. This helps protect the RV from thousands of dollars worth of potential damage from electrical supply issues. By Signing this document, you understand that the campers are designed to properly operate by being plugged into 30 amp or 50 amp service, or run by the onboard generator if a drive-able RV. You understand and will investigate to make sure you have the proper campsite hookups or generator that can properly handle powering the camper (Mid Michigan RV Rental LLC is not liable or responsible for ensuring the proper electrical hookups are available at your camping location). You assume all responsibility for electrical damages caused by improper use. You also understand the onboard 12 volt battery in the travel trailer is meant to power the CO2 detector and lights, but will not be a sufficient power source for use while camping. You understand the RV's A/C system and appliances are not capable of running on battery power or with a standard 110 outlet, and therefore should never be used without a proper 30 or 50 amp connection.

29) Campground Reservations

We are not responsible for campground reservations. All campground reservations must be made separately with the campground's reservation agency. All campground and campsite fees are separate from and in addition to the rental price and fees under this Agreement. No refunds will be given for campsite reservation errors or issues.

30) Access To RV During Rentals

There are certain instances that may require us to access the interior or exterior of the RV during your rental such as when scheduled or emergency repairs need to be performed or when safety or maintenance inspections need to be completed. We will try to inform you of this as far in advance as possible. By renting from us, you agree to allow us or our contractors access to the RV during your trip for the above mentioned purposes.

31) Toll Roads, Red Light Cameras, Citations, etc

Parking Tickets, violations, fees or citations received by mail, and Toll bills will be charged a \$75 fee for each bill/invoice we receive. Responsibility for traffic or parking violations/citations will be transferred to you and you will be charged a \$75 administration fee.

a) Toll Roads: Feel free to use toll roads by paying at the plaza, or arranging for electronic tolling, just make sure it is not a toll by plate. If toll by plate tolls are unavoidable on your planned trip, please let us know in advance. We can make arrangements to charge your card for the amount of the tolls in advance to save you from additional fees. If no arrangements are made with us in advance and we receive a bill, invoice or citation, the \$75 administration fee will apply!

i) Note: Many toll agencies are easy to work with. If you make a mistake, you may be able to pay online or call their customer service line to make corrections in order to avoid a bill/invoice by mail. When in doubt, feel free to call us to ask for our advice.

32) Out-of-State Travel

Out-of-state travel is typically allowed with a rental unit, although it **MUST** be authorized in writing with us before your trip. Failure to follow this rule will result in forfeiture of your entire security deposit.

33) Credit Card Authorization

By submitting a reservation/booking, you agree that we may charge your card for your reservation in accordance with all terms, conditions and policies in this document. You agree we may store your card information for the sole purposes of processing your reservation, deposit(s), security deposit, and charges associated with your booking in accordance with our policies (to include additional charges for cleaning, damages, cancellations, or other reasons specifically listed in this agreement or other signed corresponding documents). You agree that you are the authorized person for the card used, and can provide the physical card upon receiving your rental unit to verify you legally possess the card and are authorized to use it.

34) Hold Harmless

By reserving or booking a unit from us, you relieve our company and owner(s) of any and all liability for loss, damage, injury, or death to persons or their personal property. You also relieve our company and owner(s) of any and all liability for any inconvenience arising from temporary defects or stoppage in supply of water, gas, electricity, or plumbing. We are not responsible or liable for any loss or damage caused by weather conditions, natural disasters, acts of God, or other reasons beyond our control. By reserving or booking a unit from us, you agree to all of our terms, conditions and policies set forth on our website and those documented in this agreement, or other documents you sign.

35) In the Event of an Accident/Collision

In the event of any collision or accident, you must notify us IMMEDIATELY by calling us at 989-310-3110 once it is safe to do so and proper emergency services have been notified. A police report MUST be filed after the accident occurs before leaving the scene. A copy of this report needs to be provided to us as soon as possible. If the RV is towed, you may be responsible for towing/impound expenses, unless covered by insurance. No refunds are provided for shortened trips due to an accident. You are responsible for all non-covered damages that occur.

36) Additional Terms

- a) **Dry Camping:** Short term boon-docking (dry camping)-or camping at non-standard RV sites must be approved by us beforehand. Dry camping/boon-docking without our prior written approval will forfeit your entire security deposit.
- b) **Roof Vents, doors & Windows:** Please make sure to close any/all roof vents, doors, and windows when leaving the RV, during unfavorable weather conditions, when a campfire is nearby, and when moving the RV.
- c) **Odors / Cooking:** We do not allow anything that can create a strong smell in the RV that is difficult to remove. A cleaning fee will be charged to remove any odors.
- d) **Stabilizer Jacks:** The stabilizer jacks are exactly that; stabilizers. They are NOT leveling jacks. These jacks are not designed or capable of handling the weight of the RV. When lowering stabilizer jacks, only lower them until they snugly touch the ground. As a rule of thumb, once they touch the ground, give it one-half turn to snug it. Over extending these jacks or raising the RV with them will cause costly damage to the RV.
- e) **Travel Restrictions:** No travel is allowed on any non-paved roadways like logging roads, forest service roads, beaches, 2-tracks, etc. The only

exception to this is a non-paved road inside a licensed RV Park designed and capable of handling the type/size of RV you are renting.

- f) **Generator(s):** You are responsible for using and replenishing the proper fuel for the generator. Generator charges are outlined in the first page of this document. You are responsible for checking the oil regularly during use. Damage resulting from improper fuel use or low oil is the renter's sole responsibility. If a problem with a rented generator occurs, you are responsible for notifying us the same day, or you forfeit any right to a refund. Refunds may be issued for the generator rental portion only, and only for the amount of the unused remaining days, assuming the generator is determined to be in an unusable condition at no fault of yours.
- g) **Mileage:** Mileage availability and rates vary by unit. Mileage limits/fees for your specific rental unit will be documented in the Face Page-Rental Agreement.
- h) **GPS:** The RV's current and past location, speed, or other parameters are both monitored and recorded via GPS technology. Any evidence of tampering with, disabling or otherwise deceiving said equipment will result in 100% loss of security deposit and you will be responsible for additional damages/replacement costs for said equipment.
- i) **Speed Limit:** All of our RVs and Travel Trailers have a 65 mph speed limit when being driven/towed. If damage occurs while driving in excess of our speed limit or the posted speed limit, you are fully responsible.
- j) **Falsifying Information:** Failure to accurately report your destination or giving a false destination in order to attend a prohibited event will result in forfeiture and total loss of your security deposit. Keep in mind, our units are equipped with GPS technology and it may be monitored/recorded.
- k) **Training:** When you pick up the unit we will complete a pre-rental orientation of the unit that will take approximately an hour or more, depending on your prior experience. Please plan accordingly.
- l) **Propane:** 1st tank is included at no expense, and will be at least $\frac{1}{3}$ full. All additional Propane will be at renters expense. You are **NOT** required to replenish used propane, although you must return any tank(s) we have provided.
- m) **Towing:** Renter agrees to accept all liability and responsibility for any damages that occur to the travel trailer, their tow vehicle, or others while in their possession. By signing this document, renter agrees he/she has prior experience connecting, towing, backing, and operating travel trailers and has received proper training from us during pickup. Renter has confirmed they have the proper tow vehicle with the round 7 prong wire harness and brake control and will connect and disconnect the trailer on their own and

have the knowledge/experience doing so. Mid Michigan RV Rental LLC is not responsible for any damage caused while the travel trailer is in renters possession and in tow and we will not connect or disconnect the trailer from the tow vehicle for the renter for liability purposes.

- n) **Credits:** There will be no refund/credit for any lost rental time for any issue(s) that arise beyond our control. This includes, but is not limited to, flat tire(s), weather, any and all convenience systems in the RV, damages to any part(s) of the RV whether the renter was at fault or not, or due to a renter's or any guests' negligence.
- o) **Damages:** Any damages that occur during your rental need to be reported to us immediately. Replacement of defective parts and any repairs must be authorized by us. No maintenance is to be performed by the renter unless we provide renter with permission prior to the repair, NO EXCEPTIONS! If repairs are made during your rental, a receipt must be brought back and turned in to us. If you purchase an item necessary due to an equipment failure (sewer or water hose, electrical line, etc) the item you purchased, the original faulty item, and the receipt for the new item must be surrendered upon return if you want reimbursement. Reimbursement is not guaranteed unless repair/replacement is authorized by us in advance.
- p) **Height Clearance:** Always be mindful of overhead clearances. It is your responsibility to familiarize yourself with the height, width and length of the RV you rent. No RV is permitted to enter any type of parking structure or enclosed facility.
- q) **Appliances:** Do not leave any appliances running, including, but not limited to, the A/C, furnace, water pump, or water heater when the unit is not occupied and the immediate use of such item is not needed.
- r) **Convenience Items:** The heater, A/C, generator, awning, outlets, radio, microwave, fridge/freezer, television, jacks, water supply, toilet, and all other accessories or items that are not necessary for the safe operation of the RV, are convenience items. If any malfunctions should occur with any of these items, no compensation will be made to you. For assistance, you are advised to call us at 989-310-3110. We will do our best to trouble shoot over the phone, but we will not service these items during a rental.
- s) **Propane Safety:** As an extra safety measure, do not leave the propane tank open during travel, when RV is unoccupied, or anytime there is not an imminent need for propane use. Do not leave the water heater, water pump, refrigerator, furnace, or any other appliances on during transport. Please be mindful that any appliance that runs off of Propane will emit poisonous carbon monoxide gas. Always ensure the exhaust vents are

unobstructed and can freely exhaust any gasses. Also, do not run any propane-powered devices when proper ventilation cannot be established.

- t) **Renter Damage:** If the RV and/or the contents in the RV are damaged during your rental period, you are responsible to pay all damage costs whether you were at fault or not, or if damage was caused by acts of nature (wind, rain, earthquake, fire, flood, etc). If an accident occurs, you are responsible for obtaining a police report, collecting the other party's insurance and driver's license information (when another party is involved), contacting the other party's insurance company, and contacting us immediately at 989-310-3110.

37) Waste Holding & Fresh Water Tanks: Please do not put anything other than human waste, authorized tank treatment, or RV toilet paper (supplied) in the toilets. Also, please be mindful not to pour grease or food pieces down the sink. Only water and soap should be drained in the sinks/showers. Failure to abide by this rule will result in an extra cleaning fee and you will be responsible for damages that result.

- a) **Delivered Units:** If your campsite/campground does not have a free dump station available for us to use upon retrieving the camper, a \$35 dump fee will be charged to cover fuel/dump costs for us to dump at an alternative location. Please keep in mind, we will not come out during your trip to refill fresh water tanks or dump holding tanks. With this being said, we highly recommend conserving your water use as much as possible, or opting for a full hookup site. However, we do offer a portable dump tank for a small additional charge. Please let us know before your trip if you'd like us to include it. Subject to availability.
- b) **Renter Pulled/Driven Units:** If you do not return with empty tanks, a \$150 dump fee will be charged.
- c) **Portable Dump Tanks:** If you do not empty the portable dump tank(s) before returning your rental, a \$100 fee will be charged per portable tank.

38) Fuel: All drive-able RVs, portable fuel cans, and generators will have a full fuel tank upon the start of your rental. We ask that you return them with full tanks of fuel as well. A \$25 administrative fee plus the actual cost of fuel will be charged if the fuel tank is not returned at the same level as when it's picked up.

39) Lost, Damaged or Missing Keys: A \$50 fee will apply if keys are lost, damaged, or not returned upon return of the RV.

40) Lockouts: If you are locked out of the RV, a \$50 lockout fee will apply plus mileage (\$4 per mile) if we are available, **OR** you will be responsible for the actual cost of a lockout service provider. Any damages incurred from attempting

to break into a locked RV will be the renter's responsibility. Keep in mind, doors can cost more than \$1,000 to replace, and CANNOT be broken into without causing extensive, irreparable damage!

- 41) Personal Property:** You release Mid Michigan RV Rental LLC and our agents/employees from all claims for loss of, or damage to, your personal property or that of any other person, that was left or carried in or on the RV, whether or not the loss or damages was caused by our negligence or was otherwise our responsibility. Please contact us at 989-310-3110 for lost and found inquiries.
- 42) Personal Injury:** You release Mid Michigan RV Rental LLC, and our agents/employees from all claims for injury, including, without limitation, personal, bodily or mental injury, economic loss or damage to you, guests, unborn children, or relatives, whether or not the injury was caused by use of the RV, our negligence, or was otherwise our responsibility.
- 43) Waiver:** Our failure to enforce any of our rights under this Agreement or at law shall not be deemed a waiver or a continuing waiver of any rights or remedies against another party, unless such waiver is in writing and signed by the party to be charged.
- 44) Severability:** If any provision of this Agreement is judicially determined to be invalid, void or unenforceable, the remaining provisions shall remain in full force and effect.
- 45) Attorneys' Fees:** In the event a dispute arises regarding this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, in addition to other relief to which it is entitled.
- 46) Modifications:** No term(s) of this Agreement can be waived or modified except in writing, signed by all parties. Renter agrees that if any terms or conditions of this agreement are modified, all remaining items, terms and conditions of this agreement will remain in full force. This agreement cannot be changed or modified, except in writing by all parties.
- 47) Entire Agreement:** This Agreement constitutes the entire agreement between the parties regarding the rental of the RV, and supersedes all prior oral or written agreements or understandings regarding this subject matter. This Agreement can only be amended in writing, signed by all parties.
- 48) Understanding:** Renter, having read and understood the terms and conditions on all pages of this agreement, do hereby agree to these terms and

conditions in their entirety and that no other representations, verbal or written, have been made.

49) Ambiguity: Any ambiguity in this agreement shall not be construed in any fashion that will not be in the favor of Mid Michigan RV Rental LLC.

50) Grammatical Errors: Any grammatical errors, whether obvious or subtle, contained in this agreement shall not render any impact on the intended information.

51) Headers & Titles: The headers, page breaks, and titles in this document are for visual aid only and serve no impact on the information contained.

52) RENTAL AGREEMENT TERMS AND CONDITIONS (“Terms & Conditions”)

- 1) **Definitions.** “**Agreement**” means all terms and conditions found in these Terms & Conditions, the Face Page, any addenda and any additional materials that we provide and that you sign at the time of rental. “**You**” or “**your**” means the person identified as the renter in this Agreement, any person signing this Agreement, any Authorized Driver and any person or organization to whom charges are billed by us at its or the renter’s direction. All persons referred to as “you” or “your” are jointly and severally bound by this Agreement. “**We**”, “**our**” or “**us**” means the rental company named in this Agreement. “**Authorized Driver**” means the renter and each driver permitted to drive the towing vehicle with the Vehicle in tow. Every Authorized Driver must have a valid driver’s license and be at least age 25. “**Vehicle**” means the non motorized towed recreational vehicle identified in this Agreement and each vehicle we substitute for it, all the Vehicle’s equipment, awnings, keys and Vehicle documents. **The Vehicle may be equipped with global positioning satellite (“GPS”) technology or another telematics system and/or an event data recorder, and privacy is not guaranteed.** “**Loss of Use**” means the loss of our ability to use the Vehicle for our purposes due to Vehicle damage or loss during this rental, including, without limitation, use for rent, display for rent and sale, opportunity to upgrade or sell, or transportation of employees. “**Diminished Value**” means the difference between the fair market value of the Vehicle before damage and its value after repairs as calculated by a third party estimate obtained by us or on our behalf. “**Charges**” means the fees and charges that are incurred under this Agreement. “**Rental Period**” means the period between the time you take possession of the Vehicle until the Vehicle is either returned to or recovered by us and checked in by us. “**Vehicle License Fee**,” “**Vehicle**

Licensing,” “Vehicle License Prop Tax,” “Vehicle License Cost Recovery Fee,” or “Motor Vehicle Tax” means a vehicle license cost recovery fee based on our estimated average per day per vehicle portion of our total annual vehicle licensing, titling, and registration costs or as otherwise defined under applicable law.

- 2) **Rental, Indemnity and Warranties.** This is a contract for the rental of the Vehicle. We may repossess the Vehicle at your expense without notice to you if the Vehicle is abandoned or used in violation of law or this Agreement. You agree to indemnify us, defend us and hold us harmless from all claims, liability, costs and attorneys’ fees we incur resulting from, or arising out of, this rental or your use of the Vehicle or our repossession of it. **We make no warranties, express, implied or apparent, regarding the Vehicle or Optional Equipment, no warranty of merchantability and no warranty that the Vehicle or Optional Equipment is fit for a particular purpose.**
- 3) **Your Representations and Warranties.** You represent and warrant that: the towing vehicle that you use during the Rental Period has the capacity to tow the Vehicle; any load will be properly loaded and placed for safe operation of the Vehicle; and you will ensure that when towing the Vehicle, it is properly secured and connected to the towing vehicle and will use safety chains, cables, locking devices, emergency break-away cords, and other similar devices meeting the requirements of applicable law.
- 4) **Condition and Return of Vehicle.** You must return the Vehicle to our rental office or other location we specify, on the date and time specified in this Agreement, and in the same condition that you received it, except for ordinary wear. You must empty waste tanks, or additional fees will apply. If you wish to extend the Rental Period, you must return the Vehicle to our rental office for inspection and written amendment by us before the due in date. If the Vehicle is returned after closing hours, you remain responsible for the loss of and any damage to the Vehicle until we inspect it upon our next opening for business, and Charges may continue to accrue. Service to the Vehicle or replacement of parts or accessories during the rental must have our prior written approval.
- 5) **Responsibility for Damage or Loss; Reporting to Police.** You are responsible for all damage to or loss or theft of the Vehicle, including damage caused by weather, acts of God or terrain conditions. Your responsibility will include:
 - a) all physical damage to the Vehicle measured as follows:

- i) If we determine that the Vehicle is a total loss, the actual cash value of the Vehicle, less salvage;
 - ii) 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 Diminished Value; (b) Loss of Use, which is measured by multiplying your daily rental rate by either 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; (c) an administrative fee, calculated based on the damage repair estimate as follows, which you agree is reasonable: \$0-\$250 damage=\$50 fee; \$251-\$500 damage=\$75 fee; \$501-\$750 damage=\$100 fee; \$751-\$1500 damage=\$150 fee; \$1501-\$2500 damage=\$200 fee; over \$2500 damage=\$250 fee; (d) towing, storage, and impound charges and other reasonable incidental and consequential damages; and (e) all costs associated with our enforcement of this Agreement or collection of Charges, including attorneys' fees, collection fees, card processing fees, and costs whether or not litigation is commenced. You must report all accidents or incidents of theft and vandalism to us and the police as soon as you discover them and provide us with said report(s).
- 6) **Prohibited Uses.** The following acts or uses of the Vehicle are prohibited and constitute material breaches of this Agreement:
- a) **Towing the Vehicle:**
 - i) **by anyone who is not an Authorized Driver, or by anyone whose driver's license is suspended, revoked, or otherwise not valid in any jurisdiction;**
 - ii) **by anyone under the influence of drugs or alcohol;**
 - iii) **by anyone who obtained the Vehicle or extended the rental period by giving us false, fraudulent or misleading information;**
 - iv) **in furtherance of an illegal purpose or under circumstance that would constitute a violation of law other than a minor traffic citation;**
 - v) **for commercial purposes without our written consent;**

- vi) **to carry dangerous or hazardous items or illegal materiel; (vii) outside the United States or Canada;**
- vii) **when loaded beyond the manufacturer's suggested tow rating for the Vehicle;**
- viii) **when driven through or under an underpass or other structure without sufficient overhead or side clearance or when driven on unpaved roads;**
- ix) **when it is reasonable to expect you to know that further operation would damage the Vehicle;**
- x) **in a manner that causes damage to the Vehicle due to inadequately secured cargo;**
- xi) **with your towing vehicle when your vehicle has insufficient towing capacity as determined by the manufacturer of your vehicle; or**
- xii) **by anyone who is manipulating an electronic device or sending or receiving an electronic message, including text (SMS) messages or emails, while operating the towing vehicle;**
- b) **Failing to properly load materials and distribute the weight of those materials to allow safe operation of the Vehicle;**
- c) **Failing to properly secure the vehicle to the towing vehicle;**
- d) **Failing to summon the police to an accident involving the Vehicle;**
- e) **Damaging the Vehicle by your intentional, wanton, willful or reckless conduct;**
- f) **Transporting an animal (other than a service animal) in the Vehicle without our written consent;**
- g) **Sitting, standing or lying on the roof or exterior of the Vehicle;**
- h) **Transporting passengers in or on the vehicle while the Vehicle is being towed;**
- i) **Placing signs or lettering on the outside of the Vehicle;**
- j) **Placing loudspeakers or other sound equipment on the exterior of the Vehicle;**
- k) **Failing to use the Vehicle in compliance with all instructions and warnings provided by us;**
- l) **Using fuel with an octane rating higher than 87 if the Vehicle is equipped with an outside fuel station; and**
- m) **Smoking in the Vehicle.**

PROHIBITED USE OF THE VEHICLE VIOLATES THIS AGREEMENT AND VOIDS ALL INSURANCE COVERAGE (WHERE PERMITTED BY LAW).

- 7) **Optional Equipment.** We offer certain Optional Equipment, including navigational systems, kitchen or linen packages, and child safety seats, upon request and subject to availability for your use during the rental at an additional charge. **All Optional Equipment is rented AS IS and must be returned to us at the end of the rental in the same condition as when rented.** If you rent a child safety seat, you must inspect and install the child seat into the Vehicle yourself. If you rent a GPS device, you should review the operational instructions before leaving the rental location, and you acknowledge routing via said GPS may not be suitable for the type of vehicle you are driving/towing.
- 8) **Insurance.** We provide collision and comprehensive insurance on the Vehicle with a deductible. You are responsible for the deductible amount, which may exceed your security deposit. You agree we may charge the card on file for the amount of the deductible in the event an insurance claim will be filed. This insurance does not cover Loss of Use or our administrative expenses incurred processing a damage claim. Coverage is void if you materially breach this Agreement, or if you fail to cooperate in any loss investigation conducted by us or our insurer. You must:
 - a) report all damage to us and all accidents to us and the police as soon as you discover them and complete our incident report form; and
 - b) provide us with a legible copy of any service of process, pleading, or notice of any kind related to an accident or other incident involving the Vehicle. **You are responsible for all damage to the Vehicle that is not covered by our insurance policies or that is in excess of our insurance limits. We do not provide liability insurance coverage on the Vehicle. You are responsible for all damage or injury you cause to third parties and agree to provide liability insurance coverage on the Vehicle through the insurance policy that covers your towing vehicle.**
- 9) **Charges and Costs.** You permit us to reserve against your credit/debit card ("Reserve") or take a cash deposit ("Deposit") at the time of rental a reasonable amount in addition to the estimated charges. We may use the Reserve or Deposit to pay all Charges. We will authorize the release of any excess Reserve or refund any excess Deposit after the completion of your rental. Your debit/credit card issuer's rules will apply to your account being credited for the

excess, which may not be immediately released by the card issuer, and refund of your Deposit may require up to 30 days to process and return. You will pay us, or the appropriate government authorities, at or before conclusion of this rental or on demand all Charges, including:

- a) base rental rate for the Rental Period;
- b) optional products and services you purchased;
- c) taxes and surcharges;
- d) all expenses we incur in locating and recovering the Vehicle if you fail to return it or if we elect to repossess the Vehicle under the terms of this Agreement;
- e) all costs, including pre and post judgment attorney fees, we incur collecting payment from you or otherwise enforcing our rights under this Agreement;
- f) a reasonable fee not to exceed \$500 to clean the Vehicle if returned substantially less clean than when rented;
- g) a surcharge if you return the Vehicle to a location other than the location where you rented the Vehicle or if you do not return it on the date and time due, and you may be charged the standard rates for each day (or partial day) **after the due- in date**, which may be substantially higher than the rates for the initially agreed rental period if a special or promotional rate applied to the initially agreed rental period;
- h) replacement cost of lost or damaged parts and supplies used in Optional Equipment; and
- i) a dumping fee of \$35-\$150 if the Vehicle's waste tanks have not been drained (valves open, caps off) prior to return of the Vehicle.

All Charges are subject to our final audit. If errors are discovered after the close of this transaction, you authorize us to correct the Charges with the payment card issuer.

10) **Your 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, that we received, handled or stored, or that was left or carried in or on the Vehicle or in any service vehicle or in our offices, whether or not the loss or damage was caused by our negligence or was otherwise our responsibility.

11) **Responsibility for Traffic Violations, and Other Charges.** You are responsible for paying the charging authorities directly all parking citations, photo enforcement fees, fines for toll evasion, and other fines, fees, and penalties (each a "**Violation**") assessed against you, us or the Vehicle during the Rental Period. If we are notified by the charging authorities that

we may be responsible for payment of a Violation, you will pay us or a processing firm ("**Processor**") of our choosing an administrative fee of up to \$75 for each such notification. You authorize us to release your rental and payment card information to a Processor for processing and billing purposes. If we or the Processor pay a Toll or Violation, you authorize us or the Processor to charge all such payments, service fees and administrative fees to the payment card you used in connection with this rental.

- 12) **Our Responsibility to You if the Vehicle becomes Inoperable.** If the Vehicle becomes inoperable for more than 24 hours, our liability to you is limited to the daily rental rate times the number of days the Vehicle is inoperable. Inoperable is defined as inhabitable or not road-worthy when the inoperable condition is not caused by you.
- 13) **Personal Information.** You agree that we may disclose personally identifiable information about you to applicable law enforcement agencies or to other third parties in connection with our enforcement of our rights under this Agreement and other legitimate business functions. Questions regarding privacy should be directed to the location where you rented the Vehicle.
- 14) **Miscellaneous.** No term of this Agreement can be waived or modified except by a writing that we have signed. This Agreement (and the 'Supplemental Rental Agreement' attached) constitutes the entire agreement between you and us. All prior representations and agreements between you and us regarding this rental are void. A waiver by us of any breach of this Agreement is not 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. You waive all recourse against us for any criminal reports or prosecutions that we take against you that arise out of your breach 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. This Agreement will be governed by the substantive law of the jurisdiction where the rental commences, without giving effect to the choice of law rules thereof, and you irrevocably and unconditionally consent and submit to the nonexclusive jurisdiction of the courts located in that jurisdiction.

By signing this agreement, you understand there are extra fees that you can incur if the contract is not adhered to. These fees, if assessed, will be deducted from your security deposit, or may be charged to your card on file if the amount exceeds the security deposit.

STANDARD FEE ADDENDUM

1) DUMP FEES:

- a) **DELIVERED UNITS:** IF YOUR CAMPSITE/CAMPGROUND DOES NOT HAVE A FREE DUMP STATION AVAILABLE FOR US TO USE UPON RETRIEVING THE CAMPER, A \$35 DUMP FEE WILL BE CHARGED TO COVER FUEL/DUMP COSTS FOR US TO DUMP AT AN ALTERNATIVE LOCATION.
- b) **RENTER PULLED/DRIVEN UNITS:** IF YOU DO NOT RETURN WITH EMPTY TANKS, A \$150 DUMP FEE WILL BE CHARGED.
- c) **PORTABLE DUMP TANKS:** IF YOU DO NOT EMPTY PORTABLE DUMP TANKS, A \$100 FEE PER PORTABLE TANK WILL BE CHARGED.

2) REPLACEMENT OF PARTS

- a) **ELECTRICAL CORD AND PARTS REPLACEMENT:**
 - i) \$150 TO REPLACE LOST OR DAMAGED ELECTRICAL POWER CORD OR EXTENSION CORD.
 - ii) \$50 TO REPLACE ANY ELECTRICAL ADAPTERS.
 - iii) \$200 TO REPLACE SURGE PROTECTOR.
- b) **SEWER PARTS/WATER HOSE & PARTS REPLACEMENT:**
 - i) \$75 TO REPLACE LOST OR DAMAGED SEWER HOSE.
 - ii) \$50 TO REPLACE LOST OR DAMAGED SEWER ADAPTERS/PARTS.
 - iii) \$50 TO REPLACE LOST OR DAMAGED WATER LINE,
 - iv) \$40 TO REPLACE LOST OR DAMAGED WATER FILTER, REGULATOR, OR OTHER ADAPTER(S).
- c) **\$50 TO REPLACE LOST OR DAMAGED KEYS**

If the actual cost to replace/repair any item is higher than the cost listed, the difference will be charged against the renter's payment method.

Awning Seal #:

By Signing, you acknowledge you have read, understood, and agreed to all of the terms and conditions of this rental agreement.

Renter Signature: _____
(Signed below if done electronically)

Date: _____

Renter Printed Name: _____

Driver's License Number: _____

Issuing State: _____