Lakeshore RV Rental & Sales Company of Nebraska, INC.
dba I-80 RV SALES and RENTAL

TOWABLE RENTAL AGREEMENT TERMS AND CONDITIONS

1. *Definitions.* "Agreement" means all terms and conditions found in this form, any addenda and any additional materials we provide at the time of rental. "You" or "your" means the person identified as the renter on this form, 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 business renting the towed Vehicle to you. "Authorized Driver" means you and any additional driver approved and listed by us on this Agreement. "Vehicle" means the non-motorized towed recreational vehicle identified in this Agreement and any vehicle we substitute for it. "Loss of use" means the loss of our right to use the Vehicle for any reason because of damage to it or loss of it during this rental. Loss of use is calculated by multiplying the number of days from the date of damage to the Vehicle until it is repaired or replaced times the daily rental rate.

2. *Rental, Indemnity and Warranties*. This is a contract for 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 attorney fees we incur resulting from, or arising out of, this rental and your use of the Vehicle. **We make no warranties, express, implied or apparent, regarding the Vehicle, no warranty of merchantability and no warranty that the Vehicle is fit for a particular purpose.**

3. *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. If the Vehicle is returned after closing hours, you remain responsible for the safety of, and any damage to, the Vehicle until we inspect it upon our next opening for business. Service to the Vehicle or replacement of parts or accessories during the rental must have our prior approval. You must check and maintain all fluid levels.

4. *Responsibility for Damage or Loss; Reporting to Police*. You are responsible all damage to, or loss or theft of, the Vehicle, which includes the cost of repair or the actual retail cash value of the Vehicle if it is not repairable or if we elect not to repair it, loss of use, diminished value of the Vehicle caused by damage to it or repair of it, missing equipment, and a reasonable charge to cover our administrative expenses connected with any damage claim, whether or not you are at fault. You must report all accidents involving the Vehicle to us and the police within 24 hours of occurrence.

5. *Prohibited Uses.* The following acts or uses of the Vehicle are prohibited**: a) towing the Vehicle: (i) by anyone who is not an Authorized Driver, or by anyone whose driving license is suspended 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 any illegal purpose or under any circumstance that would constitute a violation of law other than a minor traffic citation; (v) to carry persons or property for hire; (vi) in any race, speed test or contest; (vii) to carry dangerous or hazardous items or illegal materiel; (viii) outside the United States or Canada; (ix) when loaded beyond its capacity, as determined by the manufacturer of the Vehicle; (x) when driven through or under an underpass or other structure without sufficient overhead or side clearance; (xi) when it is reasonable to expect you to know that further operation would damage the Vehicle; (xiii) in a manner that causes damage to the Vehicle due to inadequately secured cargo; (xvi) on unpaved roads; or, (b) failing to summon the police to any accident involving the Vehicle that caused personal injury or property damage; (c) damaging the Vehicle by your intentional, wanton, willful or reckless conduct; (d) damaging the Vehicle by an animal transported in the Vehicle; (e) damaging the Vehicle by sitting, standing or lying on the roof of the Vehicle; (f) damaging the Vehicle by placing tire chains, signs, lettering or painting on the outside of the Vehicle; (g) damaging the Vehicle by placing loudspeakers or other sound equipment on the exterior of the Vehicle; and, (h) if the Vehicle is equipped with an outside fuel station, using any fuel octane-rated higher than 87.**

6. *Insurance*. We provide collision and comprehensive insurance on the Vehicle with a $ 250.00 deductible per occurrence. We do not provide liability insurance coverage on the Vehicle. You must provide liability insurance coverage on the towed Vehicle through the personal auto policy covering the towing vehicle.

7. *Charges.* You agree to pay us on demand for all charges due us under this Agreement, including, but not limited to: (a) time for the period during which you keep the Vehicle; (b) charges for additional drivers; (c) charges for the optional services; (d) applicable taxes; (e) all traffic, toll or parking violations, fines, penalties, citations, forfeitures, court costs, towing charges and other expenses involving the Vehicle assessed against us or the Vehicle; if you fail to pay a traffic or toll charge to the charging authority, you will pay us all fees owed to the charging authority plus our administrative fee of $50 for each such charge; (g) $100, plus $5/mile for every mile between the renting location and the place where the Vehicle is returned, repossessed or abandoned, plus any additional recovery expenses we incur; (h) all costs, including pre- and post-judgment attorney fees, we incur collecting payment from you or otherwise enforcing our rights under this Agreement; (i) a 5% late payment fee, or the maximum amount allowed by law (if lower than 5%) on all amounts paid after the Vehicle is returned; (j) $50 or the maximum amount permitted by law, whichever is greater, if you pay us with a check returned unpaid for any reason; and (k) a reasonable fee not to exceed $350 to clean the Vehicle, if returned substantially less clean than when rented; (l) a dumping fee of $50 if the Vehicle's waste, fuel or holding tanks have not been drained (valves open, caps off) by you prior to return of the Vehicle**; (m) a refueling fee of $25 plus the cost of fuel if you fail to refill a fuel tank.** We will not refund any of the time or mileage charges if you return the Vehicle earlier than the date or time due in.

8. *Deposit*. We may use your deposit to pay any monies owed to us under this Agreement.

9. *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.

10. *Modifications.* No term of this Agreement can be waived or modified except by a writing that we have signed. This Agreement constitutes the entire agreement between you and us. All prior representations and agreements between you and us regarding this rental are merged into this Agreement.

11. *Miscellaneous*. 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. 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. **You will indemnify, defend, and hold us harmless from and against any claim arising out of unsafe fueling practices committed by you or your agent.** If any provision of this Agreement is deemed void or unenforceable, the remaining provisions are valid and enforceable.

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