

RECREATIONAL VEHICLE RENTAL AGREEMENT

THIS RECREATIONAL VEHICLE RENTAL AGREEMENT (the "Agreement") is made by and between Jackson RV Rental, LLC, and the person(s) listed on **Exhibit A** and the signature page to this agreement (collectively, the "Renter," and together with Jackson RV Rental, LLC, the "Parties") on _____, 20__.

In exchange for the mutual promises between the Parties contained within this Agreement, and for other valuable consideration, which the parties agree and acknowledge is sufficient, the Parties now agree to abide by the following terms and conditions:

1. **Definitions**

The following capitalized terms have the meanings specified in this Section 1:

"*Applicable Law*" means all laws and regulations applicable to this Agreement.

"*Authorized Driver*" means a driver who meets all of the requirements under Section 2.1(a) of this Agreement.

"*Booking*" means the rental period of the Vehicle.

"*Day*" means (i) a 24-hours period, beginning from the Pick Up Time as noted in the agreement, unless "calendar day" is stated on the Agreement, or (ii) each consecutive calendar day, or any part of a calendar day, but only if "calendar day" is stated on the Agreement.

"*Pick Up Time*" means the designated time the Renter is scheduled to begin the Pick Up process for the Vehicle (including the required pre-rental orientation).

"*Return Time*" means the designated time the Renter is scheduled to return the Vehicle.

"*Terms and Conditions*" means these terms and conditions, along with all included information provided at the time of Vehicle rental and Pick Up, including pre-rental orientation.

"*Vehicle*" means the recreational vehicle (RV) provided for use of the Renter during the Booking.

2. **Vehicle Use Terms**

2.1 **Who May Tow the Vehicle.** Renter must ensure that only Authorized Drivers tow the Vehicle.

(a) **Authorized Driver Requirements.**

- Must be 25 years of age or older.
- Must hold a current, valid (non-temporary) driver's license.
- Must be listed on this contract.
- Must have insurance that extends to what is being towed.

2.2 **Required Renter Training.** At Pick Up, Jackson RV Rental, LLC, will take Renter through a complete pre-rental orientation of the Vehicle to ensure Renter is familiar with all

features and operating requirements of the Vehicle. Orientation may take from twenty minutes to one hour depending on prior experience Renter may have with recreational vehicles. It is recommended to allow for at least sixty (60) minutes to complete Pick Up.

2.3 Operation, and Safety. Under no circumstances can anyone be in the Vehicle while it is being towed. Renter is responsible for compliance with any local, state, or federal law.

2.4 Keeping the Vehicle Safe and Secure. Renter and any Authorized Driver must operate and park the Vehicle in compliance with all laws, regulations, and ordinances. Renter and any Authorized Driver must refrain from using mobile phones or other handheld devices while towing the Vehicle and must otherwise exercise sound judgment and safe-driving practices while towing the Vehicle. The Vehicle may not be left unattended unless all windows, doors, or other entry points are closed and locked, and the Vehicle is in a secure location where RV parking is allowed. Renter and any Authorized Driver must take reasonable precautions to safeguard the keys to the Vehicle from anyone other than an Authorized Driver.

2.5 No Smoking, Vaping or Drugs. No smoking or vaping (including cigars, pipes, drugs, etc.) is permitted in the Vehicle. Any such smoking or vaping results in a \$250 cleaning fee. Absolutely no drugs are allowed within the Vehicle. If the Vehicle is returned with any evidence of drug use or transportation will result in law enforcement being called for a report and to collect the evidence.

2.6 Pick Up and Return

(a) Pick Up.

- Pick Up Time. Pick Up time for the Vehicle is: _____ am/pm on _____.
 - Renter may opt instead for Delivery under Section 3.6(a).
- Renter will complete the pre-rental orientation and a complete walkaround of the Vehicle under Section 2.2.

(b) Return.

- Return Time. Return time for the Vehicle is: _____ am/pm on _____.
- Late Fee. A \$10/hour late fee will be assessed for every hour past the Return Time. If returned after 8:00pm, an additional day of rental fee will be charged. Renter will be responsible for the cost of any cancelled rental(s) due to late Return. If Renter fails to return the Vehicle within three (3) hours of the Return Time without prior communication with and acceptance from Jackson RV Rental, LLC, may, at their discretion, and subject to any notice requirements imposed by Applicable Law, treat the failure to return the Vehicle according to the terms of this Agreement as a theft or other illegal taking. Renter may be charged for any fees associated with the failure to return the Vehicle, and any payment by the payment card does not constitute a waiver of Jackson RV Rental, LLC,'s right to treat the Vehicle as stolen.

- Early Return. No refunds will be given for days the Vehicle is not used. This includes early return due to accident or crash in the Vehicle; however, if Renter is not at-fault, Renter may seek to recover rental costs under the at-fault driver's liability insurance.
- Condition. The Vehicle must be returned in the same condition it was received, at the Return Time in this Section 2.6(b).

2.7 Vehicle Use Prohibitions and Responsibilities.

(a) Travel Restrictions.

- Only Authorized Drivers may tow the Vehicle.
- No driving on dirt roads; only main roads.
- Absolutely NO travel through tunnels due to the presence of propane on board.
- No travel is allowed outside of the continental US or Canada.

(b) Use Prohibitions and Responsibilities.

- Nothing should be towed or pushed by the Vehicle, except as expressly authorized by Jackson RV Rental, LLC,.
- Any materials loaded in the Vehicle must be distributed in such a way as to allow the safe operation of the Vehicle.
- No passengers may be transported in the Vehicle while being towed.
- No signs, flags, or lettering of any kind may be placed on the outside of the Vehicle.
- No loudspeakers or other sound equipment may be placed on the outside of the Vehicle.
- Renter is financially responsible for all physical damage to or theft of the Vehicle that occurs during the Booking, plus any additional costs and fees resulting from damage of any kind to the Vehicle, if they are found to be at fault. See Section 4 for additional information.
- The Awning must be securely stowed during travel. The Awning should not be in use during bad weather and should not be left out overnight or unattended. Awnings are not covered by insurance. Renter will be responsible for any costs associated repairing or replacing a damaged awning.

(d) Campground Reservations. Jackson RV Rental, LLC, is 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.

2.8 Misrepresentation/Repossession of the Vehicle. Jackson RV Rental, LLC, can repossess the Vehicle at any time in their sole discretion for reasons that include but are not limited to the following: Renter obtained possession of the Vehicle through any fraud or misrepresentation; or the Vehicle is found illegally parked, is being used to violate the law or the terms of the Agreement, or appears to be abandoned. Renter agrees that Jackson RV Rental, LLC,

does not need to notify you in advance and that they may take any actions reasonably necessary to obtain possession of the Vehicle, including remotely disabling the engine, remotely locking the doors, tracking the location of the Vehicle through GPS tracking devices, and utilizing for their benefit any other devices connected to the Vehicle or affecting the Vehicle's operation. If the Vehicle is repossessed, Renter agrees to pay or reimburse Jackson RV Rental, LLC, for the actual and reasonable costs incurred by us to repossess the Vehicle. Renter agrees that such costs will be charged to the payment card or account used to rent the Vehicle.

3. **Charges**

3.1 **Daily Rate.** A Daily Rate of \$_____ will apply for each day the Vehicle is reserved.

3.4 **Fuel/Power.**

(a) **Propane.** The first Propane tank is included in the Booking. Any additional Propane will be at Renter's expense.

(b) **Generators.** A generator may be rented for an added cost of \$25/day. Generator charge is per day and not dependent on usage.

3.6 **Miscellaneous**

(a) **Delivery.** Jackson RV Rental, LLC, will deliver the Vehicle within a 300-mile range. Delivery is a minimum charge of \$100.00 to deliver within a 25-mile range. Delivery outside of 25 miles will be an additional [\$3.00] a mile, for up to 300 total miles unless otherwise agreed upon. If Renter needs to change the delivery time, changes can be made up to 24 hours prior to the scheduled delivery time. Any changes within 24 hours will be subject to a fee of \$50.00. If Renter is not present at the Delivery Site at the scheduled delivery time, there will be a fee of \$5.00 for every minute the Renter is late. A 15-minute grace period will be allowed.

Delivery Address (if applicable): _____

(b) **Cleaning.** The Vehicle must be returned in a similar condition as received at Pick Up. It cannot be "trashed" or so dirty that is beyond what is reasonable for a vacation. Excessive mess will incur an additional cleaning fee at \$50/hour ("Excessive Cleaning Fee").

- **Odors/Cooking.** Anything that can create a strong smell in the Vehicle, food or otherwise, that is difficult to remove is not allowed. An extra cleaning fee will be charged to remove the odor.

(c) **Waste Holding Tanks.** Waste holding tanks must be emptied prior to return. Putting anything other than human waste or RV toilet paper (supplied) in the toilets will result in an extra cleaning fee. If Renter is unable or unwilling to flush the tanks they may opt to pay the Dump Fee of \$150.00.

(d) Pets. Pets may be allowed in the Vehicle ONLY with prior approval from Jackson RV Rental, LLC,. Any authorized pet will incur a Pet Fee of \$10/day. Renter is responsible for any damage caused by an authorized pet, including but not limited to urine or waste stains; claw, scratch or chew marks; or damage to furniture, and an Excessive Cleaning Fee will apply. A \$250 fee will be assessed for any unauthorized pet in addition to any cleaning fees.

(e) Traffic Violations, Parking Tickets, or Mailed Violations. Any traffic violations, parking tickets, or other mailed violations received by Jackson RV Rental, LLC, after the Booking that were incurred by Renter during the booking will be subject to a \$75 administrative fee for each invoice [in addition to any ticket or violation fees due].

(f) Renter Damage. If the Vehicle and/or the contents of the Vehicle are damaged during the Booking, Renter is responsible for paying all damage costs. If an accident occurs, the terms of Section 4 shall apply.

3.7 Responsibility for Payment. Renter is responsible for all charges arising out of this Agreement. Payments may be made using the following payment methods:

- _____
- _____
- _____

[A three percent (3%) processing fee will be added for all credit card transactions.]

4. Accidents/Incidents

4.1 Vehicle Damage/Loss. If the Vehicle is lost or damaged, Renter shall be responsible and pay for all loss of or damage to the Vehicle regardless of cause or who or what caused it, including but not limited to an act of nature. If an accident occurs, Renter is responsible for obtaining a police report, contacting the other party's insurance company, and contacting Jackson RV Rental, LLC, **immediately** at 207-431-0993.

4.1.1 Missing or Stolen Vehicle. If the Vehicle is missing and/or stolen during the Booking, Renter must **immediately** contact Jackson RV Rental, LLC, file a police report after immediately discovering the Vehicle is missing or stolen, but in no event more than 24 hours after discovering it has gone missing, and cooperate fully with Jackson RV Rental, LLC, law enforcement, and other authorities in all matters relating to the Investigation.

4.1.2 Damaged Vehicle. If the Vehicle is damaged, Renter will pay the estimated repair cost, or if, in the sole discretion of Jackson RV Rental, LLC, it is determined that the Vehicle is to be sold in its damaged condition, Renter will pay the difference between the Vehicle's retail fair market value before it was damaged and the sale proceeds, except in Canada or as otherwise required by Applicable Law. Renter is also responsible for Loss of Use ("LOU") of the Vehicle, which is defined as the applicable daily rate multiplied by the number of days taken to repair or replace the Vehicle, not to exceed thirty (30) days. If Renter's responsibility is covered by insurance, payment card benefit, travel insurance, or

such other insurance or benefits, Renter authorizes Jackson RV Rental, LLC, to contact the benefit provider directly on their behalf and assigns all of their benefits directly to Jackson RV Rental, LLC, to recover all consequential and incidental damages, including but not limited to the repairs of the Vehicle plus diminished value or the fair market retail value of the Vehicle (less salvage value plus costs incurred in the salvage-sale), and all Incidental Loss and administrative fees. Renter understands that they are not authorized to repair or have the Vehicle repaired without the express written consent of Jackson RV Rental, LLC, and that if the Vehicle is repaired without such consent, Renter will pay the estimated cost to restore the Vehicle to the condition was in prior to the Booking.

4.2 Damaged or Defective Parts. Any damaged or defective parts need to be reported to Jackson RV Rental, LLC, **immediately**. If Renter pays out of pocket for the replacement of damaged or defective parts, an itemized receipt must be provided to Jackson RV Rental, LLC, in order to be reimbursed. There will be NO reimbursement if the defective part is not returned with the Vehicle, along with the itemized receipt. Any replacement item purchased due to an equipment failure (sewer or water hose, ice chest, etc.), and the itemized receipt for said item must be surrendered upon return for reimbursement.

4.3 Indemnification. Renter shall indemnify, defend and hold harmless Jackson RV Rental, LLC, their agents or contractors, from and against any and all actions, damages, liability and expenses in connection with the loss of life, personal injury, property damage, or loss or damage of whatever nature to Renter or to third parties caused by or resulting from, or claimed to have been caused by or to have resulted from, wholly or in part, any act, omission or negligence of Renter or their passengers or guests during the Booking. This indemnity, defense and hold harmless clause shall include indemnity against all costs, expenses and liabilities incurred in connection with any such injury, loss or damage or any such claim or any proceedings brought thereon or the defense thereof including, without limitation, court costs and reasonable attorneys' fees.

4.4 Release of Liability, Promise Not to Sue, Assumption of Risk. In consideration of being allowed to participate in the renting of the Vehicle, at the times and locations provided below, on behalf of the Renter, Renters' guests, next of kin, heirs, and/or representatives, release from all liability and agree not to sue Jackson RV Rental, LLC from any and all claims including claims regarding Jackson RV Rental, LLC's negligence, resulting in any physical or psychological injury (including paralysis and death), illness, damages, or economic or emotional loss Renter, Renter's guests, next of kin, heirs, and or representatives may suffer because of their participation in renting the Vehicle, including traveling and any other related activities. Renter is voluntarily participating in the renting of this Vehicle and is aware of the risk associated with participating in such activity which includes but is not limited to, physical or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent disability including paralysis, economic or emotional loss, and/or death. Renter understands that these injuries or outcomes may arise from their own or others' action, inactions or negligence. Nonetheless, Renter assumes all related risks, both known or unknown to Renter, associated with their participation in this activity, including travelling during the activity. Renter further agrees to hold Jackson RV Rental, LLC harmless from

any and all claims, including attorneys' fees or damage to Renter's personal property that may occur as a result of Renter's participation in this activity, including travel to, from and during the activity.

4.5 Personal Property. Renter is solely responsible for the personal property of themselves and any of their guests. Renter and their guests agree to release and hold harmless Jackson RV Rental, LLC from any and all claims for the loss of or damage to personal property that was left or carried in or on the Vehicle, whether or not the loss or damage was caused by their negligence or was otherwise their responsibility.

5. **Miscellaneous**

5.1 Entire Agreement. This Agreement and any Exhibits attached embodies the whole agreement of the Parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or agreements, either verbal or written, among the Parties.

5.2 Modifications. No amendment of any term or provision of this Agreement shall be valid unless it is in writing and signed by each Party.

5.3 Severability and Waiver. If any provision of this Agreement is determined by a court of law to be invalid, void or unenforceable, the remaining provisions shall remain in full force and effect. Except as otherwise expressly provided in this Agreement, any delay or failure of Jackson RV Rental, LLC, to enforce at any time, any of their rights under any provision of this Agreement or at law, shall not be deemed to be a waiver of their rights thereafter to enforce those rights or remedies against the Renter or another party, unless such waiver is in writing and signed by the Party to be charged.

5.4 Governing Law. This Agreement shall be governed exclusively by the laws of the State of Maine (exclusive of its laws relating to conflicts of law).

5.5 Headings. Headings, captions and titles in this Agreement are for convenience only and shall not be used in construing or interpreting its provisions.

IN WITNESS WHEREOF, the Parties have read through this entire Agreement and Exhibits and now hereby consent and agree to be bound by the terms and conditions therein.

Owner Signature and Date

Renter Signature and Date

Renter Printed Name

Exhibit A

Renter Information

Name:		Address 1:	
Primary Phone:		Address 2:	
Secondary Phone:		City, State, Zip:	
License/ID Number:		Country:	
Emergency Contact Name:		Emergency Contact Phone	

Additional Authorized Driver Information

Name:		Address 1:	
Primary Phone:		Address 2:	
Secondary Phone:		City, State, Zip:	
License/ID Number:		Country:	
Emergency Contact Name:		Emergency Contact Phone	

Total Number of Authorized Drivers: _____

Total Number of Guests/Passengers: _____