

I understand that I/we are responsible for any damage caused to this rental or damaged caused to anyone else and that 83 RV **does not** cover me in any way, I understand that my insurance or I/we will pay all damages in total. Please check with your insurance provider for coverage

I/we understand that no credits or refunds will be given due to something underperforming or not performing as there are 1000s of mechanical devices that go into the production of an Rv. 83 RV will however allow any repair of \$50.00 or less to be done without authorization, other repairs may be made by calling 83RV for authorization so that repairs can be made as quick as possible, making or not making repairs **will not** offer you any credit or refund.

I/we understand that (CDW) **Collision Damage Waiver** only covers the damage caused on the rented unit not any damage or liability caused to others or yourself, you are responsible personally for that liability please check with your insurance provider for coverage. **CDW does not cover damage above the roof or below the floor as this would be considered negligence**

I/we understand my security deposit may be used to cover any damage or additional costs related to this rental and I also agree to allow 83RV to use my Credit/Debit card to collect costs exceeding my security deposit to cover additional rental charges such as but not limited to mileage, extra days, cleaning, fuel, generator use, damage etc. I also understand this unit must be returned at or before **11.00 AM** on your return date otherwise a **\$100.00 per hour charge will apply** unless noted prior on my rental agreement. No refunds will be made for early returns as your rental was reserved for your full trip time and are nonrefundable after pickup.

I/we understand that the **check-out/check-in** form will be used as cause to determine any body or interior damage, scratches, window chips, and cleanliness and I/we will inspect and state any problems prior to departing on this form, I/we will be responsible for any damage not marked and give 83RV consent to collect for damages. Payment for any damage or collision will be expected at the returned time, your insurance company can reimburse you or we will credit you back any payments your insurance company paid. **Any damage** to exterior awnings will be 100% the lessee responsibility without exception, extra care must be taken wind, rain and tree branches may cause damage

I/we understand that I have read and accept the conditions on the front and rear of the rental agreement, and will abide by all rules, laws and procedures. It is also understood that I/we **cannot use any I Pass lane** and must use cash lanes, all fines and violations will be paid by you and hold 83RV harmless, please note this is larger vehicle and special care and awareness is required as it can be as much 12'6" tall and much wider than standard vehicles. A \$40.00 processing fee and toll fines will be charged to your Credit Card

I/we understand that a **Pre-Paid Clean Service** was offered and highly suggested if not accepted I/we will completely clean the interior and exterior including windows and any bugs, Dump Holding Tanks and return with valves open. Any return not in pristine condition will be charged up to **\$400.00**, Pre Paid Clean is only available prior to departure, I/we understand Pre Paid Clean does not cover smoking, Pet hair or pet damage, staining of interior or excessive mud or sand, these items will **forfeit my security deposit**

### Rental Agreement Terms and Conditions

1. Definitions. "Agreement" means all terms and conditions found in this form, any addenda and any additional materials you sign or we provide 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 business named elsewhere in this Agreement. "Authorized Driver" means the renter and any additional driver listed by us on this Agreement, provided that each such person has a valid driver's license and is at least age 21. Only Authorized Drivers are permitted to drive the Vehicle. "Vehicle" means the automobile or truck identified in this Agreement and any vehicle we substitute for it, and all its tires, tools, accessories, equipment, keys and Vehicle documents. "CDW" means Collision Damage Waiver. "Physical Damage" means damage to, or loss of, the Vehicle caused by collision or upset; it does not include comprehensive damage, such as damage to, or loss of, the Vehicle due to theft, vandalism, act of nature, riot or civil disturbance, hail, flood or fire or other comprehensive loss not caused by collision or upset. "Loss of use" means the loss of our ability to use the Vehicle 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 Vehicle is damaged or lost until it is replaced or repaired, 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 for all damage to, or loss or theft of, the Vehicle, which includes the cost of repair, or the actual cash retail value of the Vehicle on the date of the loss if the Vehicle is not repairable or if we elect not to repair the Vehicle, plus loss of use, diminished value of the Vehicle caused by damage to it or repair of it, and our administrative expenses incurred processing the claim, whether or not you are at fault. You must report all accidents or incidents of theft and vandalism to us and the police as soon as you discover them.
5. Damage Waiver. If you purchase CDW, we waive our right to collect from you a portion of Physical Damage to the Vehicle. **We will not waive this right if damage to the Vehicle: (a) is caused by anyone who is not an Authorized Driver; (b) is caused by a Vehicle driver under the influence of any drug or alcohol; (c) is caused by anyone who obtained use of the Vehicle or extended the rental period by giving us false, fraudulent or misleading information; (d) occurs while the Vehicle is used during the commission of any crime, other than a minor traffic violation; (e) occurs while carrying persons or property for hire, while pushing or towing anything, during any race, speed test or contest, or, while teaching anyone to drive; (f) results from carrying dangerous or hazardous items or illegal materiel; (g) results from use of the Vehicle outside the United States or Canada, or outside any geographic limitations stated elsewhere in this Agreement; (h) is caused by driving on unpaved roads; (i) occurs while transporting more persons than the Vehicle has seat belts, while carrying persons outside the passenger compartment, or while transporting children without approved child safety seats as required by law; (j) occurs when the odometer has been tampered with or disconnected; (k) occurs when the Vehicle's fluid levels are low, or it is otherwise reasonable to expect you to know that further operation would damage the Vehicle; (l) is caused by inadequately secured cargo; (m) is caused, by anyone who sits, lies or stands on the roof of the Vehicle; (n) results from your willful, wanton or reckless act or misconduct; and, (o) occurs and you fail to notify us and the police of any accident or vandalism causing damage to the Vehicle.**
6. Insurance. You are responsible for all damage or loss you cause to others. You agree to provide auto liability, collision and comprehensive insurance covering you, us, and the Vehicle. Where State law requires us to provide auto liability insurance, or if you have no auto liability insurance, we provide auto liability insurance (the "Policy") that is secondary to any other valid and collectible insurance whether primary, secondary, excess or contingent. The Policy provides bodily injury and property damage liability coverage with limits no higher than minimum levels prescribed by the financial responsibility laws of the State whose laws apply to the loss. You and we reject PIP, medical payments, no-fault and uninsured and under-insured motorist coverage, where permitted by law. Coverage is void if you violate the terms of this Agreement or if you fail to cooperate in any loss investigation conducted by us, or our insurer. The Policy does not cover losses caused by drivers of the Vehicle who are not Authorized Drivers.
7. Charges. You will pay us, or the appropriate government authorities, on demand all charges due us under this Agreement, including: (a) time and mileage for the period you keep the Vehicle, or a mileage charge based on our experience if the odometer is tampered with; (b) charges for additional drivers; (c) optional products and services you purchased; (d) fuel, if you return the Vehicle 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 Vehicle assessed against us or the Vehicle; (g) all costs, including pre- and post-judgment attorney fees, we incur collecting payment from you or otherwise enforcing or defending our 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 Vehicle is returned, repossessed or abandoned, plus any additional recovery expenses we incur; (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.
8. Deposit. We may use your deposit to pay all rental charges 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. Breach of Agreement. The acts listed in paragraph 5, above, are prohibited uses of the Vehicle and breaches 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.
11. Modifications. No term of this Agreement can be waived or modified except by a writing that we have signed. If you wish to extend the rental period, you must return the Vehicle to our rental office for inspection and written amendment by us of the due-in date. This Agreement constitutes the entire agreement between you and us. All prior representations and agreements between you and us regarding this rental are void.
12. 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. If any provision of this Agreement is deemed void or unenforceable, the remaining provisions are valid and enforceable.