

Lazydays RV Rentals wants to thank you for renting with us. We promise we will strive to do our best to help you enjoy your RVing experience. The term “you” refers to the Renter signing below and the term “Us” or “we” refers to Lazydays RV Rentals.

1. Rental Period: There is a three-night minimum on all rentals. Pick-up or check-in is from 1 PM - 4 PM on your scheduled date. Drop-off or check-out is from 8 AM - 10 am on your scheduled return date with a time no later than 11 O'clock A.M. Please remember that other guests may be waiting for the vehicle. Please contact our office if you are going to be delayed. No refunds will be given for units returned prior to the expiration date of contract. You will be charged \$50.00 for each hour a vehicle is returned late up to 3 hours (total of \$150.00), after which the rental will be considered a day late, with a charge of 3 times the daily rental rate assessed for that day and each day after the vehicle is late. 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 return date.

Colorado/Tucson: No vehicle may be picked up or returned on a Sunday.

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2. Reservation Advance Payment: Advance payment is required on all rentals. Minimum of \$300.00 is due upon reservation and the remaining balance and security deposit is due 30 days prior to departure. You understand and authorize this payment to be auto-drafted from your payment method on file.

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3. Cancellation Policy:
 - a. Over 30 days prior to departure \$300.00
 - b. 29 days – to 8 days prior to departure 50% of the rental charges will be due
 - c. 7 days prior to departure - no show 100% of the rental charges will be due

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4. Security Deposit: A \$1,000.00 security deposit is required on all rentals. It is refundable within 7 business days of return, providing the vehicle is not damaged or abused. If damage does occur, you are responsible for the costs associated with the repair of the damage. These costs will be deducted from the security deposit. If the cost of repair is more than the amount of the security deposit, then you are responsible for the cost of repair above the amount of the security deposit. A refund of the security deposit, if any, may be delayed until the appraisal of any damage can be made.

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5. Excessive Cleaning Fee: Failure to clean the vehicle inside and out will result in an excessive cleaning fee. A \$500.00 cleaning fee will be instituted when the vehicle is returned in a condition which, we consider, requires excessive cleaning. For example if the unit is returned unusually dirty or is returned with an unusual odor or evidence of pets. If the cost to clean the vehicle is more than the amount of the excessive cleaning fee, then you are responsible for that amount above the amount of the excessive cleaning fee.

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6. Mileage: You will receive unlimited mileage.

7. **Awning:** If the awning is damaged, you are fully responsible for any repair to, or replacement of, the awning. If an awning cannot be supplied for your current rental, a \$5.00 per night discount will be provided.
8. **Generator:** You will receive unlimited hours of generator time.
9. **Condition and Return of Vehicle:** As detailed in this Rental Contract, you must return the Vehicle to our rental office, on the date and time specified in this Rental Contract, 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. Any service to the Vehicle or replacement of parts or accessories during the rental must have Lazydays RV Rentals prior written approval. You must check and maintain all fluid levels at their proper levels at all times during the rental period.
10. **Insurance:**
 - Travel Trailer Insurance: We will require a binder from your personal insurance provider.
 - Motorized Vehicle Insurance: You are responsible for all damage or loss you cause to other vehicles, persons, property, etc. Renters are required to purchase MBA Choice Insurance. Lazydays RV Rentals does not provide liability insurance.
 - a. Damage to the vehicle is covered by MBA Choice, with a deductible of \$1000.00 per occurrence.
 - b. Auto liability insurance is part of MBA Choice, and provides coverage for bodily injury and property damage caused by you to third persons with limits no higher than the minimum levels prescribed by the financial responsibility laws of the State whose laws apply to the damage or loss. MBA Choice covers \$2,000 medical payments or PIP, No-fault and statutory limits of uninsured and under-insured motorist coverage. Coverage applies in the United States, its territories and possessions, and Canada. 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 the insurer. Allowing an unauthorized driver to operate the Vehicle terminates MBA Choice.
 - c. You are responsible for all damage to the Vehicle and damage or injury you cause to third parties that is excluded by the MBA Choice policy, or that is in excess of MBA Choice policy limits.
11. **Smoking** is not allowed in our units. Smoking in a unit will result in the \$500.00 excessive cleaning fee. Additional charges will be assessed for burns and/or if smoke smell cannot be removed.
12. **Tanks:** Your gas tank will be full at the start of your rental and must be returned full. If not, you will be charged a \$50.00 service charge to refill the tank plus the price of the gasoline. A dumping fee of \$50.00 will be charged if the holding tanks are not empty upon return. Any amounts due will be payable upon return of the vehicle.
Colorado/Tucson Renters: propane will also be full at the start of your rental and must be returned full. If not, you will be charged a \$50.00 service charge plus the price of the propane.
13. **Pet Policy:** Pets of any kind, are not allowed in any of our units. Pets in any unit will result in the \$500.00 excessive cleaning fee. Any damage caused by a pet will be deducted from your security deposit. Any damage in excess of the amount of the excessive cleaning fee caused by a pet must be paid by you. Assessing and appraising this damage may delay return of your security deposit.
14. **Pests:** You will be responsible for any fees associated with extermination of pests.
15. **Lost and Found:** Any items lost and found must be picked up within 45 days. After 45 days, items will be disposed of.
16. **Drugs & Firearms:** Any drugs or firearms found in vehicle will be removed by a law enforcement officer and may not be returned.
17. **Towing:** Towing is not allowed on any of the rentals.

18. Tolls: Any toll violations or use of our toll pass will be charged to the credit card on file.

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19. ALL fees are payable by major credit card (AMEX, Discover, MasterCard or Visa), cash, traveler's checks or certified bank check. Personal checks will not be accepted.

20. Travel: Traveling into Canada is permitted. Traveling into Mexico is prohibited.

21. If breakdowns occur and repairs are needed, you may authorize any repair under \$100.00 to be performed by a competent and licensed repair facility. Lazydays RV Rentals must be notified immediately of vehicle breakdown or repair. Payment of such repair under \$100 is your initial responsibility and you will be reimbursed only upon presentment of a receipt documenting said repair and the associated cost. Any repair over \$100.00 requires prior written approval from Lazydays RV Rentals. Even if approved, you shall submit all receipts for repairs to Lazydays RV Rentals as refunds will not be made without a receipt. Any repair authorized by you that is not authorized by Lazydays RV Rentals and is over \$100, is your responsibility. Likewise, you are responsible for any damage occurring to the vehicle as a result of a repair that was not authorized by Lazydays RV Rentals. Television, DVD or VCR player, radio, automatic step, air conditioning, furnace, refrigerator, microwave and appliances, cruise control, water system, awnings, backup cameras and generator malfunctions are not considered breakdowns by Lazydays RV Rentals and no compensation will be made due to the failure or malfunction of the above-mentioned items.

22. Responsibility for Damage or Loss; Reporting to Police. You are responsible for any and all damage to, or loss of, the vehicle during your use of the RV as well as for missing equipment. Furthermore, you shall be fully liable for any of the following: damage caused as a result of use without Lazydays RV Rentals' permission or consent, damage caused when backing up the vehicle, Interior damage, any damage to the tires and wheels, damage caused by freezing vehicle systems, all damage caused during any off-highway use and windshield chips and breakage. Each of these are your responsibility and charges for repair will be deducted from your security deposit. You must immediately report all accidents, breakdowns or incidents of theft and vandalism to us, and the police, as soon as the accident or breakdown occurs and as soon as you discover an incident of theft or vandalism. A full written police accident report must be submitted to our management upon your return. Failure to comply will result in the forfeiture of your security deposit, and you will be held responsible for the full cost of repairing damage to the motor home if that amount exceeds the security deposit.

23. Additional Charges. You also agree to pay Lazydays on demand for all losses or charges related to (a) time in excess of the amount permitted by this Rental Contract for the period during which you keep the Vehicle, or any loss or charge caused by tampering with, or disconnecting, the odometer or its seal; (b) charges for additional drivers; (c) charges for the optional products and services you elected to purchase; (d) dumping fees if the holding tanks are not empty upon return and fuel and propane, if you return the Vehicle with less than a full tank; (e) applicable taxes; (f) any loss of, or any damage to, the vehicle, of any nature whatsoever, which includes the cost of repair, or if the vehicle is not repairable, the retail actual cash value of the vehicle on the date of the loss; (g) all traffic, parking or toll violations, fines, penalties, forfeitures, court costs, towing charges and other expenses assessed against us or the vehicle during your use; (h) 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 Rental Contract; (i) all costs, including but not limited to pre- and post-judgment interest and reasonable attorney fees and court costs, incurred in collecting payment from you or in otherwise enforcing our rights under this Rental Contract; (j) a 2% per month late payment fee, or the maximum amount allowed by law (if lower than 2%) on all amounts paid after the date the vehicle is returned; (k) interest at the rate of 12% per annum, or the maximum amount allowed by law (if lower than 12%) on monies due us but not paid upon return of the Vehicle; (l) \$5.00 per mile for every mile between the renting location and the place where the vehicle is returned without authorization or abandoned, plus any additional recovery expenses we incur; (m) any and all other amounts incurred under this Rental Contract.

RENTER: _____ DATE: _____

24. You acknowledge responsibility as an insurer as well as bailee, and will hold Lazydays RV Rentals harmless from any and all fines, forfeitures and penalties arising out of any violation of law; and agree that LAZYDAYS RV RENTALS SHALL ALSO NOT BE LIABLE FOR ANY DAMAGES, LOSS OF REVENUE, LOSS OF USE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND INCLUDING BUT NOT LIMITED TO EXPENSES OR INCONVENIENCE OR TIME LOST CAUSED BY ACCIDENT, BREAKDOWN OR MALFUNCTIONING OF THE VEHICLE. This includes, but is not limited to, lost time from work, the cost of lodging, food, gasoline, telephone, travel expenses, etc. You further agree to hold Lazydays RV Rentals harmless should damages occur to any of your personal property while carried in, or on, such vehicle including loss or damages caused by fire, water, or theft. You further agree to indemnify and hold harmless Lazydays RV Rentals from, and against any and all claims for loss of or damage to property or injury to any person (including death) resulting from your use, operation or possession of the Rental.
25. Proper identification and a valid driver's license must be presented when reserving a vehicle. All information will be verified.
26. All drivers must be at least 25 years of age and meet minimum insurance requirements. Additional drivers must be listed on this Rental Contract. Maximum of 4 drivers.
27. Additional instructions will be given at time of departure. This will take approximately 45 minutes to one hour.
28. We reserve the right to refuse any application.
29. Lazydays RV Rentals ability to provide a vehicle, if reserved, is contingent upon and subject to its return by the previous renter and to accidents and other causes beyond Lazydays RV Rentals' control. In the event that your reserved vehicle becomes unavailable, Lazydays RV Rentals reserves the right to substitute the vehicle reserved with one of an equal or higher quality, at no extra cost to you. If a rental is not available, a full refund will be given.
30. The vehicle remains the property of the Lazydays RV Rentals and failure to return it on the agreed date and time may constitute larceny by you subjecting you to all associated penalties.
31. Rental, Indemnity and Warranties: This is a contract for the rental of the vehicle. Lazydays RV Rentals may invoke all remedies available to it under this Rental Contract or as permitted by law, including but not limited to repossessing the vehicle at your expense without notice to you, if the vehicle is abandoned or used in violation of law or this Rental Contract. 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, Rental Contract and your use of the vehicle or our repossession of it. WE MAKE NO WARRANTIES, EXPRESS, IMPLIED OR APPARENT, REGARDING THE VEHICLE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY OR THE IMPLIED WARRANTY THAT THE VEHICLE IS FIT FOR A PARTICULAR PURPOSE.
32. Prohibited Uses. The following uses of the vehicle are prohibited and constitute a breach of this Rental Contract. You agree that the vehicle will not be used: a) by anyone who is not an Authorized Driver, by anyone not licensed to drive, by anyone whose driver's license is suspended, or by anyone whose driver's license is restricted because of past traffic law violations; b) by you or anyone else under the influence of alcohol, prescription or non-prescription drugs; c) by anyone who obtained the vehicle, or extended the rental period by giving us false, fraudulent or misleading information; d) in furtherance of any illegal purpose, or under any circumstances that could be properly charged as a crime other than minor traffic violations; e) for any commercial purpose, including but not limited to, carrying persons or property for hire; f) to push or tow anything; g) in any race or speed contest; h) to teach anyone to drive; i) outside the United States(except to Canada pursuant to pre-authorization, in writing, from Lazydays RV Rentals); j) "Logging Roads" and other unmarked/non-public roads. (Use on other non-paved surfaces should be limited to accessing camping sites where such use will not damage the vehicle and you will incur an additional cleaning charge where the vehicle is returned excessively dirty); k) to transport more persons than the Vehicle has seat belts; l) to transport infants and small children without a federally-approved child safety restraint or booster seat as required by state law; m) when the odometer has been tampered with or disconnected; n) when the vehicle's fluid levels are low, or it is otherwise reasonable to expect You to know that further operation of the Vehicle would damage it; o) where applicable, by anyone who lacks experience driving a vehicle equipped with a manual transmission; p) to transport any pet or animal; q) to commit an illegal, wanton, reckless or negligent act with the vehicle; r) in derogation of this Rental Contract or any law. Driving the Vehicle under an overpass without sufficient clearance is also a prohibited use.

BE AWARE - RV Rental Road Assist coverage may not apply to breakdowns/repairs in remote areas. We highly recommend renters utilize Interstate Highways, US Highways, State Roads, and County roads that are paved and clearly marked on road maps. Using such roads ensures that emergency services can more easily locate you and service your needs.

- 33. Breach of Rental Contract: The acts listed in paragraph 24, above, are breaches of this Rental Contract. Likewise, you are in breach of the Rental Contract if you fail to comply with any provision or term contained within this Rental Contract. If you breach this Rental Contract, you are liable for all damage to, or loss of, the vehicle caused by your breach or loss or damage sustained by any person or entity. You agree to waive all recourse against us for any criminal reports or prosecutions that we take against you that arise out of your breach of this Rental Contract or any illegal acts. You also agree to pay Lazydays RV Rentals all costs and fees, including but not limited to reasonable attorney fees and court costs, incurred by Lazydays RV Rentals in enforcing any breach of this Rental Contract.
- 34. You expressly agree to indemnify and hold Lazydays RV Rentals harmless of, from, and against any and all loss, costs, damages, attorney fees and/or liability in connection with claims from third-parties and, the enforcing of this Rental Contract by the Lazydays RV Rentals, including but not limited to, expenses incurred in collecting or attempting to collect delinquent rent. In the event suit is instituted by Lazydays RV Rentals to recover damages related to the vehicle and/or to enforce the terms, conditions, and/or provisions hereof, you agree to pay all costs and fees, including but not limited to, reasonable attorney's fees of Lazydays RV Rentals incurred in connection therewith. You agree that the exclusive venue for any action of any kind related to the Rental, or the use or condition of the Rental, shall be in the county of the Lazydays RV Rentals location who you contracted with for the rental of the vehicle.
- 35. Modifications: No term of this Rental Contract can be waived or modified except by a writing that we have signed. If any provision of this Rental Contract is deemed not to apply, is illegal, or is against public policy, the remainder of the Rental Contract's provisions shall retain their full force and effect. This Rental Contract constitutes the entire agreement between you and Lazydays RV Rentals and contains all representations and agreements between you and Lazydays RV Rentals. You agree that nothing has been promised by Lazydays RV Rentals that is not written on the face of this Rental Contract.
- 36. GPS Tracking devices are installed on the unit and are used to maintain our fleet.
- 37. Payment Auto-draft: You understand and authorize any payments owed to be auto-drafted from the payment method you have provided. This includes extra charges, damages, insurance deductibles, and toll bills.

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RENTER, HAS READ AND UNDERSTOOD ALL OF THE ABOVE AND AGREES TO FOLLOW ALL TERMS AND CONDITIONS STATED HEREIN.

CAUTION: READ THIS RENTAL CONTRACT BEFORE SIGNING

Renter Signature: _____ DATE: _____

Print Name: _____

Lazydays RV Rentals: _____ DATE: _____