

RV Rental of Sanford

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Rental Agreement

BASIC VERSION

MBA CHOICE RV RENTAL AGREEMENT (NO CDW) 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 rental company named on this form. "Authorized Driver" means you and any additional driver approved and listed by us on this Agreement, provided that person has a valid driver's license and is at least 25 years of age. "Vehicle" means the recreational vehicle, motor home or truck camper identified in this Agreement and any substitute vehicle, and all its tires, tools, accessories, equipment, appliances, keys and vehicle documents. "Loss of use" means the amount calculated by multiplying the number of days from the date of damage to the Vehicle until it is repaired times the daily rental rate. "MBA Choice" means a vehicle liability, collision and comprehensive insurance policy you purchased.

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 attorney fees we incur resulting from, or arising out of, this rental and your use of the Vehicle or our repossession of it. **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 during the rental period.

4. *Responsibility for Damage or Loss; Reporting to Police.* You are responsible for all damage to, or loss of, the Vehicle, loss of use of the Vehicle while it is being repaired, diminution of the Vehicle's value 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, regardless of whether or not you are at fault up to the amount indicated on the reverse. You must report all accidents or incidents of theft and vandalism to us, and the police, as soon as you discover them.

5. *Prohibited Uses.* The following uses of the Vehicle are prohibited and constitute a breach of this Agreement. 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 driving license is suspended, or by anyone whose driving license is restricted because of past traffic law violations; b) by anyone 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) to carry 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; j) on any unpaved surface; k) to transport more persons than the Vehicle has seat belts; l) to transport 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 manual transmission; p) to transport an animal; q) to commit a willful, wanton or reckless act with the Vehicle. Driving the Vehicle under and overpass without sufficient clearance is also a prohibited use.

6. *Liability Insurance.* You are responsible for all damage or loss you cause to others. You have provided us with an insurance binder indicating that you have vehicle liability, collision and comprehensive insurance covering you, us, and the Vehicle. Since you have auto liability insurance, we provide no liability insurance. 6a. *MBA Choice.* If you did not provide us with an insurance binder but elected to purchase MBA Choice, the following changes apply to this agreement:

(i) "Damage" means any collision or comprehensive loss to, or of, the Vehicle; collision or comprehensive losses do not include damage to the interior of the Vehicle or its appliances;

(ii) Damage to the Vehicle is covered by MBA Choice. The policy has a deductible, per occurrence.

(iii) Auto liability insurance is part of MBA Choice, and provides coverage for bodily injury and property damage with limits no higher than the minimum levels prescribed by the vehicular financial responsibility laws of the state where the damage or loss occurs. MBA Choice covers \$2,000 PIP or medical payments, 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 our liability insurance coverage.

7. *Charges.* You agree to pay us or the appropriate governmental authorities on demand for all charges due us under this Agreement, including, but not limited to: (a) time and mileage for the period during which you keep the Vehicle, or a mileage charged based on our experience if the odometer or its seal is tampered with or disconnected; (b) charges for additional drivers; (c) charges for the optional products and services you elected to purchase; (d) fuel, if you return the Vehicle with less fuel than when rented; (e) applicable taxes; (f) loss of, or damage to, the Vehicle, 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, plus loss of use, value of the Vehicle caused by damage to it or repair of it, and our administrative expenses incurred processing the claim; We may choose not to repair the Vehicle; (g) all traffic, parking or toll violations, fines, penalties, forfeitures, court costs, towing charges and other expenses involving the Vehicle assessed against us or the vehicle, unless these expenses are our fault; (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 Agreement; (i) all costs, including pre- and post-judgment attorney fees, we incur collecting payment from you or otherwise enforcing our rights under this Agreement; (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) 1½% per month interest, or the maximum amount allowed by law (if lower than 1½%) on monies due us but not paid upon return of the Vehicle; (l) \$100, plus \$5/mile for every mile between the renting location and the place where the Vehicle is returned or abandoned, plus any additional recovery expenses we incur; (m) \$25 or the maximum amount permitted by law, whichever is greater, if you pay us with a check returned to us unpaid for any reason; and (n) a reasonable fee to clean the Vehicle of not more than \$250, if returned less clean than when rented.

8. *Deposit.* We may use your deposit to pay any amounts 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 breaches of this Agreement. If you breach this Agreement, you are liable for all damage to, or loss of, the Vehicle caused by your breach. 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 merged into this Agreement.

12. *Miscellaneous.* No waiver by us of any breach of this Agreement constitutes 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 the Vehicle is 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. If any provision of this Agreement is deemed void or unenforceable, the remaining provisions are valid and enforceable.

Front Page Comments for Basic Version of MBA Choice RA, Without CDW

1. Use the following language for PAI, and SLI, if you offer these options:

Personal Accident Insurance

By initialing here, you agree to purchase Personal Accident Insurance, the terms of which appear in a separate brochure that you have received and read.

By initialing here, you decline to purchase Personal Accident Insurance.

Supplemental Liability Insurance

____By initialing here you agree to purchase Supplementary Liability Insurance ("SLI"), the terms of which are stated in a separate brochure which you acknowledge was given to you before you initialed above. **SLI does not cover all risks. There are exclusions for [DEALER: HERE INSERT THE EXCLUSIONS TO YOUR SLI POLICY].**

____By initialing here, you decline to purchase Supplemental Liability Insurance, and you agree to be responsible for all damage or injury you cause to others or their property.

2. Use the term "**Renter**" in the box or on the line identifying the customer. Use the term "Additional Drivers" to identify all persons listed by you on the face of the Rental Agreement who have your authorization to drive the Vehicle.

3. See the Document named "Front Page Disclosures for Non-CDW Agreements" for additional disclosures that may be required for your state.

4. This Agreement may be used in all states **EXCEPT** California, Illinois, Iowa, Missouri, New York, Utah and Wisconsin. In Iowa, Missouri and Utah, you must **offer** CDW in order to recover from the customer for damages to your Vehicle. See the MBA Choice section of this website for rental agreement forms for Iowa, Missouri, New York and Utah. California, Illinois and Wisconsin have their own versions of this CDW-less agreement on this website. See the CDW-less section of this website for those contract forms.