

VEHICLE RENTAL AGREEMENT

THIS VEHICLE RENTAL AGREEMENT ("Agreement") is made between UNLIMITED FUN RENTALS, LLC, a Missouri limited liability company ("we," "our," and "us"), and you as of the date next to your signature. This Agreement relates to quote number _____.

Section 1. Renter Information. You represent and warrant to us that the following information about you is true in all material respects. For purposes of this Agreement, the terms "you" and "your" mean the person identified as the renter in this Agreement, any person signing this Agreement, any Authorized Driver of the Vehicle, and any person or organization to whom charges are billed by us at its or the renter's direction.

(a) First Name: _____

(b) Last Name: _____

(c) E-mail Address: _____

(d) Phone Number: _____

(e) Street Address: _____

(f) City: _____

(g) State: _____

(h) ZIP Code: _____

(i) Date of Birth: _____

(j) Driv. Lic. State: _____

(k) Driv. Lic. Number: _____

Section 2. Vehicle Rental. We agree to rent to you a vehicle (the "Vehicle") as follows. The term "Vehicle" includes any vehicle we substitute for it and all parts, fixtures, tires, tools, accessories, equipment, keys, and documentation.

(a) Vehicle: _____

(b) Pickup Date: _____

(c) Return Date: _____

(d) Starting Miles/Hours: _____

(e) Ending Miles/Hours: _____

Section 3. Payment. In exchange for renting the Vehicle above, you agree to pay us \$_____ before or on your pickup date.

Section 4. Deposit. You agree to pay us a deposit before or on your reservation date according to the following chart, as applicable to the type of vehicle you select. Subject to the provisions of this Agreement, we will refund your deposit upon return of the Vehicle. We may apply your deposit to any charges owed to us under this Agreement.

Motorhome Recreational Vehicle ("RV") \$900

Utility Task Vehicle ("UTV") \$750

Towable RV \$500

Section 5. Other Charges. You agree to pay us, on demand, for the following additional charges, if applicable:

(a) Mileage and Time Overages: For RVs, if the Vehicle is returned with more mileage than you purchased, then a mileage overage charge of \$1.00 per excess mile. For UTVs, if the Vehicle is returned later than the time you purchased, then a time overage charge of \$25 per excess hour;

(b) Late Return: If the Vehicle is not returned to us within our business hours on the return date, then a late return charge of \$500 per day late;

(c) Fuel: If you return the Vehicle with less fuel than when rented, then a fuel charge;

(d) Vehicle Cleaning: If you return the Vehicle substantially less clean than when rented, then a cleaning charge;

(e) Vehicle Recovery: If you do not return the Vehicle to the rental location, abandon the Vehicle, or we have to repossess the Vehicle, then a \$500 recovery charge, plus \$5 per mile for every mile between the renting location and the place where the Vehicle is recovered, plus any additional recovery expenses we incur;

(f) Taxes: All applicable taxes;

(g) Traffic Citations: All parking, traffic and toll violations, citations, fines, penalties, forfeitures, court costs, towing and storage charges, and similar expenses relating to the Vehicle. These may be billed after your return and notice by authorities of toll or other payment due from you;

(h) Returned Checks: If you pay us with a check that does not clear for any reason, then a returned check charge of either \$50 or the maximum amount allowed by law, whichever is lower;

(i) Late Payment: If payments are not made in full when due, then a late payment charge of either 2% of the full payment per month late or the maximum amount allowed by law, whichever is lower; and

(j) Collection & Defense Costs: 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.

Section 6. Authorization for Electronic Payments. If you have provided us with a credit card, debit card, or other electronic payment information, then you authorize us to charge it for any and all payments under this Agreement without further notice to you.

Section 7. Authorized Drivers. Only Authorized Drivers are permitted to drive the Vehicle. For purposes of this Agreement, the term “Authorized Driver” means the renter, the renter's spouse or domestic partner, the renter's employer or coworker engaged in business activity with the renter, the additional drivers listed by us on this Agreement, provided each such person has a valid driver's license and is at least age 25, and any person at least age 25 who operates the Vehicle during an emergency situation.

Section 8. Vehicle Maintenance during Rental. You must check and maintain all fluid levels of the Vehicle during the rental. If the Vehicle requires service or replacement of parts or accessories during the rental, then you agree to notify us and obtain our prior approval.

Section 9. Returning the Vehicle. You must return the Vehicle to our rental office or other location we specify on the return date during our business hours. You must return the vehicle in the same condition that you received it, except for ordinary wear. If the Vehicle is returned outside our business hours, then you remain responsible for the safety of, and any damage to, the Vehicle until we inspect it upon our next opening for business. If we have a reasonable suspicion that the Vehicle has been or will be abandoned or has been or will be used in violation of law or this Agreement, then we may immediately repossess the Vehicle at your expense without notice to you, even if before the return date based on applicable law.

Section 10. Your Property; Items Left Behind. You release us, our agents, and our 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.

Section 11. Damage to the Vehicle; Theft. 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. Some units may be GPS equipped.

Section 12. Damage to Others; 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. If we are required by applicable law to provide auto liability insurance, or if you have no auto liability insurance, then we will provide auto liability insurance (the "Secondary Policy") that is secondary to any other valid and collectible insurance, whether primary, secondary, excess, or contingent. The Secondary Policy provides bodily injury and property damage liability coverage with limits no higher than the minimum levels prescribed by applicable law. You and we reject personal injury protection, medical payments, no-fault, and uninsured and under-insured motorist coverage, where allowed by law. If you breach this Agreement or if you fail to cooperate in any loss investigation conducted by us or our insurer, then your coverage under the Secondary Policy is void. The Secondary Policy does not cover losses caused by persons driving the Vehicle who are not Authorized Drivers.

Given the coverages provided, you may contact your insurance company and inquire if additional liability coverage is available and provide a binder.

Section 13. Reporting Theft and Accidents. You must report all accidents or incidents of theft and vandalism involving the Vehicle to us and to the police as soon as you discover them.

Section 14. Indemnification. You agree to indemnify us, defend us, and hold us harmless from all losses, claims, liability, costs, and attorney fees we incur relating to or arising under this Agreement and your use of the Vehicle.

Section 15. Collision Damage Waiver. If you purchase the Collision Damage Waiver (or if it is included in the price,) then we agree to 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 intentionally or as a result of willful or wanton misconduct of an Authorized Driver; (b) arises out of an Authorized Driver's operation of the Vehicle while intoxicated or under the influence of any illegal or unauthorized drug; (c) arises out of the use of the Vehicle while committing or otherwise engaged in a criminal act in which the Vehicle usage is substantially related to the nature of the criminal activity; (d) arises out of the use of the Vehicle to carry persons or property for hire; (e) occurs while the Vehicle is operated by anyone other than the renter, the renter's spouse or other family members who are licensed drivers and at least age 25, the renter's employer or coworker engaged in business activity with the renter who are licensed drivers and at least age 25, any person who operates the Vehicle during an emergency situation or while parking the Vehicle at a commercial establishment, and any person listed by us on this Agreement as an additional driver; (f) arises out of use of the Vehicle outside the United States; (g) arises out of use of the Vehicle to tow or push anything; (h) is a result of operating the Vehicle on unpaved roads; (i) occurs after the Vehicle was rented based on fraudulent

information supplied by the renter. For purposes of this section, "Physical Damage" means damage to, or loss of, the Vehicle caused by collision or upset, but excludes 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. The acts listed in this section 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.

You are responsible for the first \$1500 of collision or comprehensive damage to the vehicle.

Section 16. Disclaimer of Warranties. We make no warranties, express, implied, or apparent, relating to the Vehicle, no warranty of merchantability, and no warranty that the Vehicle is fit for a particular purpose.

Section 17. Limitation of Liability. Unless prohibited by law, you release us from any liability for consequential, special, or punitive damages relating to or arising under this Agreement or the reservation of a vehicle from us.

Section 18. General Provisions.

(a) Assignment. You may not transfer or assign this Agreement or any right in it, nor delegate or subcontract the performance of any obligation in it, without our prior written approval. This Agreement binds and benefits your successors and assigns.

(b) Amendment. No part of this Agreement can be waived or modified except by a writing signed by us.

(c) Governing Law. All matters arising under or relating to this Agreement are to be governed by and construed in accordance with the laws of Missouri, without regard to conflict of laws principles that would require the application of any other law.

(d) Severability. If any provision of this Agreement is illegal or unenforceable, that provision is severed from this Agreement, the other provisions remain in force, and, to the extent possible, the severed provision is deemed replaced by a provision that is legal and enforceable and that comes closest to expressing the intent of the severed provision.

(e) Waiver. Our acceptance of payment or failure or delay to exercise any right under this Agreement is not a waiver of any part of this Agreement. A waiver by us of any breach of this Agreement is not a waiver of any additional breach or your performance of this Agreement.

(f) Counterparts. This Agreement may be executed in one or more counterparts, each of which is an original, and all of which constitute only one agreement between the parties hereto.

(g) Entire Agreement. This Agreement states the final and exclusive agreement between you and us and supersedes all prior negotiations and agreements.

YOU:

(signature)

Name: _____

Date: _____

Other Authorized Drivers:

US:

UNLIMITED FUN RENTAL, LLC

By: _____

Stacy Clark, Member