

**TxRvAdventures Rental Agreement
Terms and Conditions**

This Rental Agreement is made by and between:

TxRvAdventures, LLC.
6149 FM2920
Spring, TX 77389

and

1. Definitions.

"Agreement" means all terms and conditions found in this form, any addenda and any additional materials Renters or Authorized Drivers sign, or we provide at the time of rental.

"Renter" or "Renters" means each person identified on the front of this Agreement as a 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 Renters' direction. All persons referred to as "Renters" are jointly and severally liable and bound by this Agreement.

"Authorized Driver" means the Renters and any additional driver listed on this Agreement, provided that each such person has a valid driver's license and is at least age 25. Only Authorized Drivers are permitted to drive the Equipment. All persons referred to as an "Authorized Driver" are jointly and severally liable and bound by this Agreement in regard to use of the Equipment. Each Authorized Driver expressly warrants and guarantees that by operating any of the Equipment, the Authorized Driver is competent, capable, licensed, and qualified to operate such Equipment.

"Equipment" means the Vehicle and Trailer listed on the front of this Agreement, hereto, including any automobile or truck, hookups or ancillary parts identified in this Agreement and any Equipment we substitute for it, and all its tires, tools, accessories, equipment, keys and ancillary equipment documents.

"Physical Damage" means damage to, or loss of, the Equipment caused by collision or upset; it does not include comprehensive damage, such as damage to, or loss of, the Equipment due to theft, vandalism, act of nature, riot or civil disturbance, hail, flood or fire or other comprehensive loss not caused by collision.

"Loss of use" means the loss of our ability to use the Equipment 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 Equipment is damaged or lost until it is replaced or repaired, times the daily rental rate.

2. Rental, Indemnity and Warranties. This is a contract including for rental of the Equipment. We may repossess the Equipment at Renters expense without notice to Renters, if the Equipment is abandoned or used in violation of law or this Agreement.

Renters agree to indemnify us, defend us, and hold us harmless and immune from all claims for injury or damages, liability, costs and attorney fees we incur resulting from, or arising out of, this Agreement and Renters' or Authorized Drivers' use in whole or in part, of the Equipment. We makes no warranties, express, implied or apparent, regarding the Equipment, no warranty of merchantability and no warranty that the Equipment is fit for a particular purpose.

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Renters and Authorized Drivers shall protect all passengers and the public from injury and shall protect the Equipment from damage. The Renters and Authorized Drivers shall be responsible for any injury to passengers or to the public and for any damage to property in and about the Equipment, except and only if we are wholly and entirely negligent without any contribution of negligence by Renters, Authorized Drivers, or third parties.

3. Condition and Return of Equipment. Renters must return the Equipment to our rental office or other location we specify, on the date and time specified in this Agreement hereto, and in the same condition that Renters received it, except for ordinary wear. If the Equipment is returned after closing hours, Renters remain responsible for the safety of, and any damage to, the Equipment until we inspect it upon our next opening for business. Service to the Equipment or replacement of parts or accessories during the rental must have our prior approval. Renters must check and maintain all fluid levels.
4. Responsibility for Damage or Loss; Reporting to Police. Renters are responsible for all damage to, or loss or theft of, the Equipment, which includes the cost of repair, or the actual cash retail value of the Equipment on the date of the loss if the Equipment is not repairable or if we elect not to repair the Equipment, plus loss of use, diminished value of the Equipment caused by damage to it or repair of it, and our administrative expenses incurred processing the claim, whether or not Renters are at fault. Renters must report all accidents or incidents of theft and vandalism to us and the police as soon as Renters discover them.
5. Prohibited Uses. The following uses of the Equipment are prohibited and are breaches of this Agreement. The Renters and Authorized Drivers shall not use or permit the use of the Equipment:
 - a) by anyone who is not an Authorized Driver, or by anyone whose driving license is suspended in any jurisdiction;
 - b) by anyone under the influence of any drug or alcohol;
 - c) by anyone who obtained the Equipment or extended the rental period by giving us false, fraudulent or misleading information, or who withheld information that would have caused us not to rent the Equipment;
 - d) in furtherance of any illegal purpose or under any circumstance that would constitute a violation of law other than a minor traffic violation;
 - e) to carry persons or property for hire;
 - f) to push or tow anything other than the vehicle towing the trailer listed as Equipment, unless preapproved and documented on rental contract;
 - g) to teach anyone to drive, or to carry objects on the roof of the Equipment;
 - h) in any race, speed test or contest;
 - i) to carry dangerous or hazardous items or illegal materiel;
 - j) for travel outside of the United States or Canada, specifically excluding travel into Mexico;
 - k) when loaded beyond its capacity as determined by the manufacturer of the Equipment;
 - l) on unpaved surfaces, except at designated campgrounds;
 - m) to carry persons outside the passenger compartment;
 - n) to transport children without approved child safety seats as required by local law;
 - o) when the odometer has been tampered with or disconnected;

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- p) when the Equipment's fluid levels are low, or it is otherwise reasonable to expect Renters to know that further operation would damage the Equipment;
 - q) in a manner that causes damage to the Equipment due to inadequately secured cargo;
 - r) after an accident with the Equipment unless and until Renters summon the police to the accident scene; and
 - s) for anyone sitting, standing or lying on the roof of the Equipment.
6. Insurance. Renters and Authorized Drivers are responsible for all damage or loss Renters or Authorized Drivers cause to others. Renters and Authorized Drivers agree to provide auto liability, collision, under-insured and uninsured policies, and comprehensive insurance covering Renters, Authorized Drivers, and us as a third-party beneficiary, passengers, and the Equipment in the minimum amount required by state law. Our own insurance policies shall be secondary unless otherwise prohibited by law.

Where the travelled-region's law requires the Equipment owner to provide auto liability insurance, we shall provide auto liability insurance (the "Policy") that is secondary to any other valid and collectible insurance whether primary, secondary, excess or contingent. The Policy shall provide bodily injury and property damage liability coverage with limits no higher than minimum levels prescribed by the financial responsibility laws of the legal locality travelled whose laws apply to the loss. Renters, Authorized Drivers, and we reject Personal Injury Protection, medical payments, no-fault and uninsured and under-insured motorist coverage, where permitted by law.

Coverage is void if Renters or Authorized Drivers violate the terms of this Agreement or if Renters or Authorized Drivers fail to cooperate in any loss investigation conducted by us, or our insurer. The Policy does not cover losses caused by drivers of the Equipment who are not Authorized Drivers.

7. Charges. In addition to the basic trip cost stated on Exhibit B hereto, Renters 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 Renters keep the Equipment, or a mileage charge based on our experience if the odometer is tampered with;
 - b) charges for additional drivers;
 - c) optional products and services Renters purchased;
 - d) fuel throughout the trip, or if Renters return the Equipment 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 Equipment assessed against us or the Equipment;
 - g) all costs, including pre- and post-judgment attorney fees, we" incur collecting payment from Renters 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 Equipment is returned, repossessed or abandoned, plus any additional recovery expenses we incur;

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- j) \$50 or the maximum amount permitted by law, whichever is greater, if Renters pay us with a check returned unpaid for any reason; and
 - k) a reasonable fee to clean the Equipment if returned substantially or materially less clean than when rented.
8. Deposit We may use Renters' deposit to pay all charges owed to us under this Agreement.
9. Renters' Property. Renters and Authorized Drivers release us, our agents, officers, employees, subcontractors, joint venture parties, suppliers, assigns, and third parties utilized by us from all claims for loss of, or damage to, Renters' personal property or that of any other person, that we received, handled or stored, or that was left or carried in or on the Equipment or in any service vehicle or in our offices, unless the loss or damage was caused by our sole negligence or was otherwise our responsibility expressly-agreed in writing.
10. Breach of Agreement. The acts listed in paragraph 5, above, are prohibited uses of the Equipment and breaches of this Agreement. Renters and Authorized Drivers waive all recourse against us, our agents, officers, employees, subcontractors, joint venture parties, suppliers, assigns, and third parties utilized by us for any criminal reports or prosecutions that we take against Renters and Authorized Drivers that arise out of Renters' or Authorized Drivers' 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 Renters wish to extend the rental period, Renters must return the Equipment to our rental office for inspection and written amendment by us of the due-in date. This Agreement constitutes the entire agreement between Renters, Authorized Drivers and us. All prior representations and agreements between Renters, Authorized Drivers and us regarding this Agreement are void.
12. Waiver, Damages, Assignment. An express waiver in writing by us of any breach of this Agreement is not a waiver of any additional breach or waiver of the performance of Renters' or Authorized Drivers' obligations under this Agreement. Our acceptance of payment from Renters 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, Renters and Authorized Drivers release us, our agents, officers, employees, subcontractors, joint venture parties, suppliers, assigns, and third parties utilized by us from any liability for consequential, special or punitive damages in connection with this rental or the reservation of Equipment. If any provision of this Agreement is deemed void or unenforceable, the remaining provisions are valid and enforceable.

Neither Renters nor Authorized Drivers may assign or transfer this Agreement, nor any rights, duties, nor obligations hereunder.

13. Trip Termination. The Trip shall terminate at the earlier of the end of the Trip described in the Agreement, or at any time prior to the completion of the Trip by us in its sole discretion with or without cause by giving cancellation notice orally or in writing to any Renter. The restrictions and obligations of all other paragraphs, particularly those relating to liabilities of

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this Agreement shall survive any expiration, termination or cancellation of the Trip and shall continue to bind the parties hereto and their respective successors, heirs and assigns.

14. Headings. The headings in this Service Agreement have been inserted for convenient reference only and shall not be considered in any questions of interpretation or construction of this Service Agreement.
15. Severability. The provisions of this Agreement are severable and independent, and if any such provision shall be determined to be unenforceable in whole or in part, the remaining provisions and any partially enforceable provision shall, to the extent enforceable in any jurisdiction, nevertheless be binding and enforceable.
16. Jurisdiction, Venue. This Agreement and the rights of the parties hereunder shall be governed, construed, and interpreted in accordance with the laws of the State of Texas. Any action or proceeding concerning this Agreement shall be brought in a court of competent jurisdiction in Harris County, Texas. The Renters and Authorized Drivers irrevocably consents to such jurisdiction.
17. Trailer Towing. The following applies to all rentals of towable travel trailers:
- a) Renter states that it is his/her belief the transmission and other parts of the tow vehicle are capable of towing the Unit and will hold TxRvAdventures, LLC. and its representatives harmless from any damages or costs which may result from the tow.
_____ Renter's initials
 - b) For Travel trailers with a GVWR equal to or greater than 4500 pounds, an electric brake controller must be installed in tow vehicle to operate the brakes of the RV unit. Additionally, a 7-pin round wiring harness is required. _____ Renter's Initials
18. Rules. The following are the rules for all RV rentals:
Allowable miles and generator usage are based on paid nights. So if you paid for three nights than you get 3 times the allowable usage of the generator and mileage, etc. Charges will accrue for any usage over that as per the listed amount.
- l) No smoking or vaping of any kind inside the RV, any evidence will be subject to a \$500.00 "additional" cleaning fee. This allows for ozone treatment.
 - m) All "optional fees" are optional unless task is not done prior to return. RV should be returned in the same condition as it was at the time it was rented out (picked up by you) i.e. full gas tank, full propane, grey and black tank emptied and flushed out.
 - n) No off road travels or out of country locations permitted.
 - o) No walking, sitting, standing, or lounging on top of the roof.
 - p) Pets allowed (with \$50 pet fee) but owner takes full responsibility for any damages or excessive odors.
 - q) Only use biodegradable, RV and marine type bath tissue that we supply or that you have.
 - r) Ensure all doors, cabinets and drawers are closed and locked before driving RV (this includes all undercarriage compartments, refrigerator, overhead vents in hallway and

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bathrooms, bathroom doors, master bedroom door, etc.) to avoid damage while the RV is in motion (trust me!).

- s) Refuel Policy: RV should be returned with (at least) the same amount of gas provided at pick up, or renters will be subject to \$50 refuel fee plus actual fuel cost.
- t) Dumping Policy: Renter is responsible for emptying both gray and black (septic) tanks before returning RV to owner. Failure to do so will result in a \$75 dumping fee. Empty Black first, then Grey, then flush out tanks.
- u) Towing Policy: Please let us know in advance if you plan to tow anything behind the RV during the rental period. You must bring your own flat-towing equipment and tow weight must not exceed 5,000 lbs. Renter must bring all other compatible equipment to tow their personal vehicle and it is required that you have a braking system installed in your towed vehicle. We keep the hitches locked at all times to prevent misuse. We charge a flat \$100 tow fee.
- v) Appliances: The A/C, generator, awning, radio, microwave, stove, oven, television, etc. are convenience items. If any malfunctions should occur with any of these items, NO compensation will be made to you. For assistance, you are advised to consult the informational material in the RV or contact owners.
- w) RV Content: Renters agree to return the RV with all original contents in place to include any and all convenience items, inventory items, and any optional items requested in this rental agreement. When renters are away from RV, all doors including undercarriage should remain locked to prevent theft and overhead vents in bathroom and hallway should be closed to prevent water damage in the event of rain. Awning should not be opened during strong winds or while away from RV to prevent damage. If any inventory items are damaged or missing at the time of the delivery, renter risks forfeiture of some or all of the security deposit, at the owner's discretion.
- x) There will be no refunds for early returns. Please inform us in advance if you plan to return early or if you are running late. Any drop-off after 6pm CST will result in an additional night charge, unless previously authorized. It is inadequate to perform drop off inspections in the dark as it does not allow for a proper visual inspection. Please plan your travel accordingly to meet pick-up and drop-off times.
- y) Extending Rental Dates. You are responsible for reviewing this Agreement to ensure that all rentals costs and rental dates are correct. If you wish to extend the rental period, you must call us for approval. If you do not return at the scheduled drop-off time on the scheduled Rental Period End Date and you have not called us for approval to extend the rental period, you will be charged additional rental day(s), and any inconvenience fees incurred by the next renter. Please remember that our units are usually booked by other families picking up as quickly as the next day.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth below:

By: _____
TxRvAdventures Representative
[print name] _____
[date] _____

Renter, Driver _____
[print name] _____
[date] _____
[dl number] _____

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Renter, Driver _____
[print name] _____
[date] _____
[dl number] _____

Renter, Driver _____
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