



Terms and Conditions of Rental Agreement

Revised: APRIL 11, 2022

These Terms and Conditions and the Rental Agreement defined here and ratified by both parties establish the “Contract” for the rental of the RV, the included amenities, and any add-ons that have been selected hereafter referred to as “RV.” The Contract is between the person signing this Contract who accepts personal and financial responsibility for executing the Contract hereafter referred to as “Renter” and RV Great Lakes, LLC., a Wisconsin LLC, its affiliates, and agents, hereafter referred to as “RVGL”.

This Contract is solely for the purpose of creating a bailment that allows Renter to use the RV as permitted by this Contract. By signing the contract, Renter acknowledges that the RV is owned by RVGL. Only RVGL may transfer the RV or any rights or obligations under this Contract. Any attempted transfer or net lease of the RV by anyone other than RVGL is void. Renter is not acting in any capacity or agent of RVGL at any time during this Contract period. Renter shall agree to defend, indemnify, and hold harmless RVGL from liability and claim for damages to RV, bodily injury, death, property damage, sickness, disease and without any expense to RVGL arising from Renter’s Performance under this agreement to Operate the RV.

Renter and Verified Drivers hereafter referred to as “Drivers” who have been identified, verified online, provided driver’s license copies and who are present at checkout. All Drivers must be at least 25 years of age and possess a valid, identifiable driver’s license, and be capable of vehicle operation at the sole discretion of RVGL.

Renter must operate the Vehicle safely in compliance with all applicable laws and regulations and in compliance with all Terms and Conditions of the Contract, including, but not limited to:

- (a) Comply with the passenger seating “seat belt” law and child restraint laws where RV may be driven. Any non-compliance of such laws, will be seen as negligence and any injury legal, medical or otherwise will be the full responsibility of the Renter.
- (b) Keep the RV properly serviced at an authorized Winnebago / Mercedes Benz repair facility and in good running order. RVGL will reimburse Renter for normal maintenance expenditures up to a maximum of \$100.00 during the rental period which will be credited towards rental, upon presentation of receipts at return. Any amounts above \$100.00 will require prior authorization from RVGL.
- (c) In the event of any collision resulting in damage or theft of RV, injury to occupants, third parties, etc., Regardless of Fault or Cause, Renter agrees to file an Accident/Vehicle Damage report immediately with the police and contact RVGL to provide a copy of a police report within 24 hours after the incident occurred. Accident report must include the name, address, telephone number, driver’s license, of all individuals involved or impacted as well as a detailed description,

time and location event occurred.

- (d) Always drive on designated highways, stop, park, and camp in areas safe to do so. Always lock the RV and keep the keys with you when leaving the area.
- (e) RV is equipped with fire alarm, fire extinguisher, propane alarm, and carbon monoxide detectors for your safety. To ensure all systems are working, perform the test procedures daily and immediately notify RVGL for next actions if a system is not working correctly.
- (f) RV inspections must be performed daily including lights, tires, engine, generator, exhaust systems, mirrors, and driver assist systems daily and notify RVGL for next actions to avoid any damage or defects prior to continued operation of the RV.
- (g) Always operate the RV and its systems in accordance to RVGL training and protect, shelter, or remove the RV from areas exposed to acts of nature in order to prevent avoidable RV damage.
- (h) The RV is equipped with GPS, antennas, and transceiver boxes or related equipment "Electronics". Renter agrees not to disable, remove or modify Electronics and agrees to be responsible for any damage or theft of Electronics if there is evidence of tampering.

RV Return RV must be returned in the same condition as received on the departure date. Failure to return the Vehicle on the date due without consent from RVGL will result in legal action in accordance with all applicable laws. RVGL reserves the right to repossess the RV at any time without demand, at Renter's expense if, in RVGL's sole and absolute discretion, the RV appears to have been or is used in violation of the Contract or is illegally parked, or is used in violation of law, or is apparently abandoned. Renter is responsible for reporting at time of return, all parking and traffic violations during the Contract duration. Renter is responsible for notifying RVGL of any problems with the RV reporting new issues that were not noted during the departure. Any and all damages and or repairs will be charged to the Renter at the sole discretion of RVGL.

Additional Charges You are responsible for payment to RVGL on demand, the sum of:

- (a) **Overages** Additional generator usage and mileage charges are calculated with the terms on the contract, at the time of return, to the RVGL location.
- (b) **Late return** an hourly fee of \$100 will be charged for the first three hours beyond the contracted return time that the RV is not returned to the departure location or designated location by the date and time set forth in the Contract. After three hours, the daily rate will be applied.
- (c) **Excessive Cleaning** charges will be applied, if the RV is returned unclean and or with strong odors inside or the exterior is excessively dirty, determined at RVGL's sole discretion.
- (d) **Holding Tanks and Propane** A service charge will be charged if the waste holding tanks have not been dumped and flushed and Propane (LPG) Tank is not filled (valves open, cap off) by Renter prior to the RV being returned to RVGL, unless these services were added to the Contract.
- (e) **Repair and replacement.** Charges for repair or replacement of the RV due to damage or loss not otherwise covered by the Security Deposit or Insurance package, the amount of RVGL's loss and expense for repairs, parts, labor and supplies, and loss of use of the RV until such time that the

Vehicle can be returned to rental service, due to neglect, abuse, or misuse of the RV including, without limitation, lack of proper maintenance and or failure to check Motor Oil, Coolant level and Temperature, DEF, air to the tires or other consumables necessary for the proper and safe operation of the RV or due to failure to take proper precautions to prevent freeze or overheating damage to the RV or it's onboard systems or equipment.

- (f) **Taxes and fees** Applicable sales, goods and services, use and excise taxes, local fees, and amounts charged by RVGL, as reimbursement for taxes and fees paid or payable.
- (g) **Charges while in use** Any and all fines, penalties, forfeitures, court costs, toll charges, parking citations, and other expenses, if assessed against RVGL while RV is under Contract by Renter will be charged to the Renter, unless solely due to RVGL's fault.
- (h) **Prepayments** Renter acknowledges receipt of the amount set forth on the Contract as security and advance charges as a credit to any amounts due to RVGL at completion of Contract Term.
- (i) **Contract changes** After RV departure, any changes in return location, date or time of return, without prior consent from RVGL or apparent abandonment may require additional charges at RVGL's sole discretion.

RVGL Limitations of Liability

- (a) **Late pickups, early returns, delays** RVGL incurs no responsibility or obligation for refund to Renter or Renter's passengers for late or delayed RV checkouts, early returns, unused portions of the Contract term, regardless of fault or cause, to include, but not limited to: adverse weather, traffic conditions, road closures, loss of personal property, theft, vandalism, illness of Renter and or Renter's passengers, or family emergencies.
- (b) **No consequential damages** RVGL shall in no event be liable for any indirect, incidental, special or consequential damages in connection with or arising out of the use, operation, performance or breakdown of the RV, including any claim related to a RV reservation.
- (c) **RV breakdown** RVGL assumes no responsibility for any expenses incurred by due to a breakdown of the RV, whether or not causing a delay en route, including, but not limited to, accommodation, ferries, or prepaid events. RVGL's maximum liability shall be for refund of daily time rental charges as a result of mechanical breakdown which results in loss of use of the RV. Infotainment display, automatic entry step, air conditioning, refrigerator, microwave, inverter, water pump, cruise control or generator malfunctions are not considered to be mechanical breakdowns. RVGL assumes no responsibility for delays as a result of Renter's decision to wait for third party RV repairs, in regard to non-mechanical breakdown repairs, as defined herein.
- (d) **Severability** If any one or more of the Terms or Conditions of this Contract is or becomes illegal, unenforceable, or invalid in any jurisdiction, it shall not affect (1) the enforceability or validity in that jurisdiction of any other provision of this Agreement, or (2) the enforceability or validity in other jurisdictions of that or any other Terms or Conditions of this Contract.