

## Atlanta-RV-Rental by Gwinnett Rental Properties, LLC

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### **MBA CHOICE RV RENTAL AGREEMENT**

**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 the renter and any additional driver listed by us on this Agreement, provided that person has a valid driver's license and, is at least age 25. "Vehicle" means the recreational vehicle, motor home, or van identified in this Agreement and any vehicle we substitute for it, and all its tires, tools, accessories, equipment, keys and Vehicle documents. "Loss of use" means the loss of our ability to use the Vehicle for any purpose 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 of damage to the Vehicle until it is repaired or replaced times the daily rental rate. "MBA Choice" means a motor vehicle liability, collision and comprehensive insurance policy you purchased from a third party.

**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. **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.

**4. Responsibility for Damage or Loss; Reporting to Police.** You are responsible for all damage to, or loss of, the Vehicle, which includes the cost of repair or the actual retail cash value of the Vehicle on the date of the loss if it cannot be repaired or if we elect not to repair it, loss of use, diminished value of the Vehicle caused by damage to it or repair of it, missing equipment, and a reasonable charge for our administrative expenses incurred processing a damage claim, whether or not you are at fault. You are responsible for damage caused by weather, road conditions or acts of nature. You must report all accidents or incidents of theft and vandalism to the police as soon as you discover them. You must report all accidents involving the Vehicle to us within 24 hours of occurrence.

**5. Prohibited Uses.** The following uses of the Vehicle are prohibited and constitute a breach of this Agreement. The Vehicle will not be driven: 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 who is intoxicated or 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 or for compensation; f) to push or tow anything; g) in any race or speed contest; h) to carry dangerous, hazardous, or illegal materiel; i) outside the United States or Canada, or in any area restricted by terms found elsewhere in this agreement; j) when loaded beyond its capacity as determined by the manufacturer of the Vehicle; k) on an unpaved surface except at an RV

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campground; l) to transport more persons than the Vehicle has seat belts or to carry persons outside the passenger compartment; m) to transport children without a federally-approved child safety restraint or booster seat as required by State law; n) when the odometer has been tampered with or disconnected; o) 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) with inadequately secured cargo; p) to transport an animal; q) after an accident involving the Vehicle without first reporting the accident to the police and to us. Driving the Vehicle under an overpass, overhang or roof structure without sufficient clearance is also a prohibited use. You agree not sit, stand or lie on the roof of the Vehicle.

**6. Insurance.** You are responsible for all damage or loss you cause to others. You have either provided us with an insurance binder indicating that you have primary motor vehicle liability, collision and comprehensive insurance covering you, us, and the Vehicle, or you have elected to purchase MBA Choice. If you elected to purchase MBA Choice:

(i) Damage to the Vehicle is covered by MBA Choice, with a deductible per occurrence for which amount you are responsible.

(ii) 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 medical payments or PIP, no-fault and statutory limits for uninsured and under-insured motorist coverage. 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.

(iii) 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.

**7. Charges.** You will 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 you keep the Vehicle, or a mileage charged based on our experience if the odometer or its seal is tampered with; (b) charges for additional drivers; (c) charges for 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) traffic, parking and toll violations, citations, fines, penalties, forfeitures, court costs, towing charges and other expenses involving the Vehicle assessed against us or the Vehicle; (g) all expenses we incur in locating and recovering the Vehicle if you fail to return it to our office, or if we elect to repossess the Vehicle under the terms of this Agreement; (h) all costs, including pre- and post-judgment attorney fees, we incur collecting payment from you or otherwise enforcing our rights under this Agreement; (i) a 2% per month late payment fee, or the maximum amount allowed by law (if lower than 2%) on all amounts paid after their due date; (j) \$50 or the maximum amount permitted by law, whichever is greater, if you pay us with a check backed by insufficient funds; and (k) a reasonable fee to clean the Vehicle, not to exceed \$350 if returned substantially 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.** 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

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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.** A waiver by us of any breach of this Agreement is not 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. 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.

MBA Choice Basic 013106