



RV Shop, Inc. Rental Agreement

The following contract represents the terms and conditions of a motor home rental agreement between RV Shop, Inc. and John Doe hereafter referred to as Renter. The information sheet and the information provided therein by renter are hereby made a part of this agreement.

DEPOSIT REFUND

Refunds of the deposit of \$1000 will be made within 30 days of check-in provided there is no damage to vehicle. Damage to the antennas, awnings, air conditioners, carpet, upholstery, refrigerator, all furnishings, etc. are the responsibility of the renter. Renter shall be responsible to the extent of the repair or replacement cost regardless of the deposit posted. In the event that costs exceed the deposit renter agrees to furnish payment in full upon demand to RV Shop, Inc.

SAFETY

Renter agrees that motor home will not be occupied by a greater number of persons than recommended by the manufacturer for safe transportation.

A tour of the vehicle and its working parts (approximately 30 minutes to one hour) is required to acquaint the customer and drivers with the operation of the vehicle before departure. Renter agrees to abide by all instruction and materials given relating to proper and safe use of the motor home.

RESTRICTED USE AREAS

Renter is prohibited from taking motor home into Mexico or Canada, and agrees to operate the motor home in the general areas and states as stated in the information sheet attached. Vehicles are restricted from operation in Death Valley and other desert areas during July and August. Damage waivers are voided should this rule be violated. Customer will also be held liable for all damages to vehicle, tires, towing charges, and all other related expenses as a result of a breakdown associated with operating in these areas during the months of May, June and September. During certain periods, those areas are not inhabitable and could pose a danger to the customer and passengers. Vehicles are not allowed on "logging" and other non-public roads, and selected highways such as the Apache Trail in Arizona. Due to restrictions on vehicle heights, propane gas and parking, vehicles with propane are not permitted in Manhattan and are not permitted to travel through any underground or underwater tunnels. Violations of these restrictions void damage waivers and customer may also be held liable for all damages and all other related expenses.

RELATIONSHIP OF THE PARTIES

The relationship between the parties to this contract is that of RV Shop, Inc. and Renter, and renter is not and shall not hold himself out to be an agent or employee of RV Shop, Inc. or in any capacity other than renter. Renter shall have no authority to represent or make commitments binding upon RV Shop, Inc. Renter may not assign or sublet motor home.

LIABILITY OF DAMAGE TO CONTENTS AND FURNISHINGS

Renter acknowledges that he has carefully examined the motor home and all additional equipment, utensils and furnishings if any, and acknowledges receipt of same in good condition. Renter agrees to pay RV Shop, Inc. the value of any equipment and furnishings, which are lost, stolen, destroyed or damaged during the term of this contract.

MAINTENANCE OF MOTOR HOME

Renter agrees to maintain the motor home in strict compliance with the manufacturers suggested maintenance procedures and in accordance with RV Shop, Inc.'s instructional to be given to renter and to periodically examine the motor home, including the tires for safety. Renter is responsible for repair of all flat tires. Normal maintenance and road repairs including necessary oil and lubrication expenses are provided by RV Shop, Inc. Expenditures for repairs will be credited toward total rental charge upon receipt of proof (including replaced parts) that said expenditures were incurred. Renter agrees to contact RV Shop, Inc. by telephone at RV Shop, Inc.'s expense if any repairs to the motor home in excess of \$100.00 are required. Renter shall keep any and all records of repairs and only allow those authorized by RV Shop, Inc. Any such authorization given shall not constitute a waiver of RV Shop's right to charge renter for such repairs if in the opinion of RV Shop, Inc. such repairs were due to negligence, misuse or carelessness of renter. Renter shall not permit any lien to be placed on the motor home.

RESTRICTED USE AND PLACEMENT

All overhead damage, (low overhangs and overpasses cause extensive damage) interior damage, damage caused by freezing and damage due to renter's negligence, misuse or carelessness are the responsibility of the renter. Renter agrees not to operate the vehicle in subfreezing temperatures or abnormally high ambient temperatures without the -written authorization of RV Shop, Inc. Pets and SMOKING ARE ABSOLUTELY PROHIBITED. Smoking is a fire hazard and there are potentially dangerous fuels and gases on board. The full deposit will be retained in the even of smoking in the motor home. The renter shall pay any additional costs related to eliminating the results of the smoke. The motor home is not to be used for any commercial use. The motor home must not be operated in an uneven environment The motor home must be level for proper operation. Any damage to equipment due to un-level operation shall be the responsibility of the renter. No tape or crepe paper is to be attached in any way to the motor home. No one is allowed other than mechanics and those authorized by RV Shop, Inc. to climb upon the roof at any time.

TOWING

Towing is permitted for motor homes specifically equipped with a receiver hitch No towing apparatus or hook-up services are provided under any circumstances. Customer must declare intention to tow prior to departure and warrant that towing weight is within 2,500 lb. tow weight restrictions. A nominal towing charge will be imposed. Neither RV Shop, Inc. nor its provider provides any collision or liability coverage for damage to the towed object or for third- party injury inflicted by the towed object, under any circumstances.

VEHICLE FAILURE

In the event of a breakdown wherein the motor home is inoperable for 24 hours or more, RV Shops's responsibility shall be limited to reimbursement of rental rate for day(s) lost RV Shop, Inc. reserves the right to substitute the motor home in the event of failure. RV Shop, Inc. will make every effort to provide the customer with the model originally requested however we reserve the right to substitute models of similar or higher grade. Should a model of lower grade be offered and accepted, liability will be limited to refund of price differential between model paid for and model accepted by the customer. In the event of an accident renter will advise RV Shop, Inc. within 24 hours and submit a full written report within 72 hours.

INSURANCE

RV Shop, Inc. will provide a licensed insurance company to supply liability insurance coverage on the motor home in an amount satisfactory to RV Shop, Inc. as well as collision end comprehensive, to be paid by renter at a rate not to exceed \$20.00 per day. Renter shall be liable for the deductible amount for each accident. Renter agrees to hold RV Shop, Inc. harmless and indemnify and defend against any claims, demands or liabilities whatsoever in excess of such limits.

RV Shop, Inc. shall not be liable for any damage to property or injury to persons (including death) resulting through the use, operation or possession of the motor home and renter shall hold RV Shop, Inc. harmless from liabilities resulting from such damage or injury. If renter has insurance covering loss or damage, renter shall exercise all rights available to him under said insurance,

take all action necessary to process said claim and further agree to assign said claim and any and all proceeds from the insurance to RV Shop, Inc.

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.

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.

PERSONS ALLOWED TO OPERATE VEHICLE

Renter agrees that the motor borne shall be operated by a properly licensed driver appearing on the information sheet attached or who been approved by RV Shop, Inc. and not by any person under age 25, or by any person while such person is under the influence of intoxicants or narcotics. Renter agrees that the motor home will not be operated for any illegal purpose, over rough terrain, to propel or tow any vehicle or in excess of the safe speed with regard to all conditions. Renter is responsible for all traffic citations.

ODOMETER

The number of miles over which the vehicle shall have been operated pursuant to this contract shall be determined by reading the mileage recording the devices attached to motor home, which renter agrees not to disconnect or otherwise tamper with. Any tampering with these devices shall entitle RV Shop, Inc. to set an arbitrary charge equal to 500 miles per day of use.

FUEL LEVELS

Upon departure, fuel and propane tanks are full and must be refilled. Gas motor homes MUST be filled with premium unleaded fuel. No warranties are made concerning fuel mileage and fuel tank capacity. We assume no liability for fuel consumption rates. All gasoline and all propane refueling during the trip are at the customer's expense.

LIABILITY OF FAILURE TO PROVIDE USE

Renter agrees that in the event RV Shop, Inc. is unable to make the motor home available to renter for the entire time of this agreement, all payments by renter will be refunded for the day(s) the motor home was made unavailable but RV Shop, Inc. shall in no event have any liability beyond this refund. Renter agrees that no credit or refund will be given if the motor home is returned prior to the expiration date of this contract and in such event, renter will still be required to pay all charges as if the motor home were returned at such expiration date.

FAILURE TO RETURN

Renter agrees to pay RV Shop, Inc. for any period during which the motor home is held beyond the expiration date on the basis of daily rental rate established by RV Shop, Inc. Renter further agrees to pay, upon demand by RV Shop, Inc., any rents, fees lost to, or liabilities incurred by RV Shop, Inc. due to renter holding the motor home beyond the term specified in this contract. In the event the motor home is not returned by renter to RV Shop, Inc. 13616 Florida Blvd. Baton Rouge Louisiana 70819, renter agrees to pay, upon RV Shop, Inc.'s demand, in addition to all other sums payable and all other liabilities incurred under this contract a full days charge for each day

or fraction thereof; plus \$1.00 per mile, until recovery and return. In the event of a breach of any of the terms and provisions of this contract by renter, RV Shop, Inc. may, without prior demand, take possession of the motor home by entry upon renter's premises if necessary, without process of law to the extent allowed by law. In the event of any such breach, renter shall be liable for any and all expenses incurred by RV Shop, Inc., including reasonable attorney's fees and court costs expended to enforce collection, and in addition, renter shall be liable for all damage suffered by RV Shop, Inc. as a result of such breach. Normal vehicle return time is in the morning between 9:00 am and 11:00 am and may be subject to a late return fee of \$65 per hour.

ONE WAY RENTAL

One-way rentals are available. However, these must be made in advance. Any occurrence that causes RV Shop, Inc. to have to travel beyond the city limits of Baton Rouge to obtain possession of the motor home shall bear an expense of \$1,000 plus \$1.00 per mile and expenses for transportation to the motor home.

This constitutes the agreement between RV Shop, Inc. and the person(s) listed above and on the attached information sheet. Any changes, modifications or additions must be in writing and signed by all parties. By signing below renter acknowledges that he has read and understands all conditions set forth in this agreement

Agent for RV Shop, Inc.: _____

Date: _____

Signature of Renter: _____

Date: _____

Renter:

Name: John Doe

Company:

Address: 14340 S Choctaw Ext

City/State/Zip: Baton Rouge, La 70819

Country: USA

Phone: 225-272-8000

Fax: 225-272-7231

Email: johndoe@rvshoponline.com

Rental:

Start: 01/01/2006

End: 01/07/2006

RV:

Year: 2006

Make: Coachmen

Model: Catalina

Length: 32'

License: N123456

VIN Number: 1234567891

Type: MH

Insurance Disclosure

By signing below I acknowledge that I have been made aware of the insurance policies in effect on the motor home I am renting. I understand that I am responsible for the insurance deductible in the amount of \$500.00. I understand that I am to be held responsible for ANY damage to the rented vehicle, whether an insurance claim is filed, whether or not caused by accident or other, whether or not through the fault of myself or through fault of others, for the full amount of the damage. I agree to pay the same upon demand.

I have also been made aware of the additional liability insurance available to me through the carrier selected to insure the vehicle at a rate of \$9.95. I have elected to reject/accept this insurance.

MAXIMUM SPEED LIMIT IN THIS RECREATIONAL VEHICLE IS 65 MILES PER HOURS.

Signature of Renter (Name): _____

Date: _____

Recreational Vehicle Rental Agreement Supplement and Disclosure

The vehicle you have rented is by definition a "recreational vehicle". As such, and in an effort to offer the finest RVs available, these RVs are equipped with numerous systems, accessories, and comfort items, not offered by most in the rental industry. RV Shop, Inc. does and has attempted to the best of its ability to maintain and insure the working order of these items. These items consist of, but are not limited to: air conditioning, TVs and VCRs, satellite and antenna systems, generators, refrigerators, stove and oven, water pumps, sound systems, awnings and steps. These and many other pieces of equipment constitute a recreational vehicle that is self contained.

These items on occasion fail to function properly or quit working all together. In the event of a failure, RV Shop, Inc. will attempt within reason and within its ability, to assist the renter by phone to insure the function of all systems and installed items in the RV. Any failure should be reported as soon as practical to RV Shop, Inc. . In the event the item is not able to be repaired by phone RV Shop, Inc. shall have the sole discretion to allow repair away from its facilities. In most cases repairs will not be performed until return of the rented RV. RV Shop, Inc. cannot and is not liable for any reduction in rental price or fees unless the entire vehicle becomes inoperable due to a failure of the drive train or engine during the rental.

In such case the liability of RV Shop, Inc. shall only be a daily reduction in the rental fee equal to the number of days of RV being inoperable. Renter shall maintain the option throughout the rental of returning the RV in the event of a system or equipment failure that causes the vehicle to not perform for the intended rental use. If the vehicle is returned due to a mechanical failure of a component renter will be charged only for the days used. In the event of a failure of any tires or other needed components for safe operation of the vehicle occurs, renter agrees to notify RV Shop, Inc. as soon as possible. Any purchase of replacement tires and parts shall be at the discretion and upon the approval of RV Shop, Inc. . Such purchases approved shall be reimbursed upon return of the RV.

By signing below I do hereby acknowledge that I have received and read this disclosure.

Signature of Renter (Name): _____

Date: _____