

## **Summary**

This document contains the terms and conditions of the rental agreement for Maine Adventure Group, LLC.

The first section outlines a summary of several key rules & regulations for Maine Adventure Group, LLC. The second section outlines the full legal terms & conditions of our rental agreement as required by our commercial auto insurance policy.

## **Section 1**

### **Pick-up & Drop-off**

- Pickup time is 2pm on your scheduled pickup date.
- The campervan must be returned by 11am on your scheduled drop-off date.
- Returns after 2pm will be charged a \$200 late fee. If the van comes back after 8pm, we will charge for an additional night.
  - We understand that unexpected delays come up (bad weather, etc.), so we'll do our best to work with you when delays arise, but we reserve the right to issue late fees at our sole discretion.

### **Security Deposit**

- A \$750 security deposit will be required prior to pick-up and will be fully refunded when all costs are covered per the terms of this agreement. If the amount of the security deposit is insufficient to satisfy all amounts due then the renter agrees to cover all charges in excess, personally or in accordance with the renter's insurance package.
- Minimum requirements for return of the security deposit include, full tank of gas, no damage done to the exterior or interior of the vehicle (or any of the gear on board) and no evidence of smoking or pets(unless specified otherwise).
- The Renter understands and consents to use of the security deposit for such purposes without reservation.

### **Driver's License & Minimum Age**

- Only authorized drivers are permitted to drive the vehicle. Authorized driver means the renter and any additional driver listed by us on the Rental agreement provided that each such person has a valid driver's license and it at least 25 years of age. One must have had a motor vehicle license for at least 1 year.<sup>1</sup>
- All authorized drivers listed on the rental agreement must be present at the time of rental and provide a current and full driver's license.
- There is no fee to add additional (approved) drivers to your rental agreement.

## **Cancelations**

100% refund up to 7 days before pickup, then 50% refund for remaining days unless days get booked

## **Driving Restrictions**

- Under no circumstance should the vehicle be driven on closed roads, or restricted roads, doing so will result in a breach of the Maine Adventure Group, LLC rental agreement. The renter will be held responsible for any damage to the vehicle that results from misuse including while being driven on unpaved surfaces.
- The renter agrees to only operate the vehicle in the continental US & Canada.
- Travel to Mexico is prohibited.
- The consumption of alcohol or drugs is prohibited while operating any vehicle.

## **Roadside assistance**

- All rentals include 24/7 roadside assistance throughout the United States and Canada as provided by our booking partner, Outdoorsy.

**Mileage** • All rental vehicles include 200 miles per day of travel • Example – a 3 nights/4 days reservations would include 1000 cumulative miles free. • Excess mileage will be charged at \$.50 per mile.

## **Minimum and maximum rental period**

- We require a 2-night minimum on all rentals with a cap of 30 days per rental period.

## **Smoking and/or vaping**

- Smoking or vaping is not allowed inside the vehicle at any time – violation of this rule will result in the forfeit of the security deposit

Pets

- Pets are not allowed in the vehicle at any time (unless otherwise specified) – violation of this rule will result in the forfeit of the security deposit

## **Rental Agreement Terms & Conditions (“Terms & Conditions”) (Motorized)**

### **1. Definitions.**

"Agreement" means all terms and conditions in these Terms & Conditions, the "Face Page," any addenda and any additional materials Renters or Authorized Drivers sign or we provide at the time of rental. "We," "our," or "us" means the rental company named in this Agreement. "Renter", "Renters" or "You" means each person identified on the Face Page 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 Vehicle. All persons referred to as an "Authorized Driver" are jointly and severally liable and bound by this Agreement in regard to use of the Vehicle. Each Authorized Driver expressly warrants and guarantees that by operating the Vehicle, the Authorized Driver is competent, capable, licensed, and qualified to operate the Vehicle. "Vehicle" means the recreational vehicle, motor home, truck camper or other motorized vehicle identified in this Agreement and any vehicle we substitute for it, and all its tires, tools, accessories, equipment, appliances, keys and Vehicle documents. "Loss of use" means the loss of our ability to use the Vehicle for our purposes due to Vehicle damage or loss during the Rental Period, including: use for rent, display for rent and sale, opportunity to upgrade or sell, or transportation of employees. "Diminished Value" means the difference between the fair market value of the Vehicle before damage and its value after repairs as calculated by a third-party estimate obtained by us or on our behalf. "Charges" means the fees and charges incurred under this Agreement. All amounts expressed under this Agreement shall be payable in U.S. Dollars. "Rental Period" means the period between the times you take possession of the Vehicle and the Vehicle is either returned to or recovered by us and checked in by us. "Vehicle License Fee" or "Vehicle License Cost Recovery Fee" means a vehicle license cost recovery fee based on our estimated average per day per vehicle portion of our total annual vehicle licensing, titling, and registration costs or as otherwise defined under applicable law.

### **2. Rental, Indemnity and Warranties.**

This is a contract including for rental of the Vehicle. We may repossess the Vehicle at Renters' expense without notice to Renters, if the Vehicle is abandoned or used in violation of law or this Agreement. To the fullest extent permitted by law, 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 Vehicle. We makes 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. Renters and Authorized Drivers shall protect all passengers and the public from injury and shall protect the Vehicle 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 Vehicle, 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 Vehicle.**

Renters must return the Vehicle 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 Vehicle is returned after closing hours, Renters remain responsible for the safety of, and any damage to, the Vehicle until we inspect it upon our next opening for business (regardless of when such loss or damage occurred), and Charges may continue to accrue until that time. Service to the Vehicle or replacement of parts or accessories during the rental must have our prior approval. Renters must check and maintain all fluid levels, and return the Vehicle with at least the same amount of fuel as when rented unless we offer, and you purchase, a prepaid fuel option.

#### **4. Responsibility for Damage or Loss; Reporting to Police.**

Renters are responsible for all damage to, loss of, or theft of the Vehicle during the Rental Period, including damage caused by weather, terrain conditions, and acts of God. Renters' responsibility will include:

(a) all damage to the Vehicle measured as follows: (i) if we determine that the Vehicle is a total loss, the fair market value of the Vehicle, less salvage; (ii) if we determine that the Vehicle is repairable:

(A) the difference between the value of the Vehicle immediately before the damage and the value immediately after the damage; or

(B) the reasonable estimated retail value or actual cost of repair plus Diminished Value;

(b) Loss of Use, which is measured by multiplying your daily rental rate either by the actual or estimated number of days from the date the Vehicle is damaged until it is replaced or repaired, which you agree represents a reasonable estimate of Loss of Use damages and not a penalty. Loss of use is payable regardless of fleet utilization;

(c) an administrative fee, calculated based on the damage repair estimate as follows, which you agree is reasonable: \$0-\$250 damage=\$50 fee; \$251-\$500 damage=\$75 fee; \$501-\$750 damage=\$100 fee; \$751-\$1500 damage=\$150 fee; \$1501- \$2500 damage=\$200 fee; over \$2500 damage=\$250 fee;

(d) towing, storage, and impound charges and other reasonable incidental and consequential damages; and

(e) all costs associated with our enforcement of this Agreement or collection of Charges, including attorneys' fees, collection fees, and costs whether or not litigation is commenced.

Renters must report all accidents or incidents of theft and vandalism to us and the police as soon as they are discovered.

#### **5. Prohibited Uses.**

The following uses of the Vehicle are prohibited and are breaches of this Agreement. The Renters and Authorized Drivers shall not use or permit the use of the Vehicle:

(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 Vehicle 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 Vehicle;

(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 without our prior written consent;
- (g) to teach anyone to drive, or to carry objects on the roof of the Vehicle;
- (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 ARRC RV-Motorhome agreement (123844) 3 loaded beyond its capacity as determined by the manufacturer of the Vehicle;
- (l) on non-maintained or non-driveable roads;
- (m) to transport more persons than the Vehicle has seat belts, or 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;
- (p) when the Vehicle's fluid levels are low, or it is otherwise reasonable to expect Renters to know that further operation would damage the Vehicle;
- (q) in a manner that causes damage to the Vehicle due to inadequately secured cargo;
- (r) after an accident with the Vehicle unless and until Renters summon the police to the accident scene;
- (s) for anyone sitting, standing or lying on the roof of the Vehicle;
- (t) by anyone who is driving or operating the Vehicle while using a hand-held wireless communication device or other device that is capable of receiving or transmitting telephonic communications, electronic data, mail or text messages, while not in a hands-free mode; (u) in violation of any "Rules of the Road," vehicle safety and operations training, or other similar materials or instructions that we provide to you at the time of rental;
- (v) to transport an animal (other than a service animal or approved pet);
- (w) in a reckless manner or with willful or intentional disregard to the Vehicle or to third parties and their property. Smoking in the vehicle is also prohibited.

## **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 Vehicle in the minimum amount required by state law. Where state law requires the Vehicle owner to provide auto liability insurance, we shall provide auto liability insurance (the "Liability 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, to the extent permitted by law. To the extent such protection is imposed by operation of law, that protection will be for the minimum limits required by law. We also provide collision and comprehensive insurance on the Vehicle with a deductible ("Collision Policy"). You are responsible for the deductible amount. This insurance does not cover Loss of Use or our administrative expenses incurred processing a damage claim. You are responsible for all damage to the Vehicle that is not covered by our insurance policies or that is in excess of our insurance

limits Coverage under the Liability Policy and the Collision Policy is void if you materially breach this agreement or if you fail to cooperate in any loss investigation conducted by us, or our insurer. You must: (a) report all damage to us and all accidents to us and the police as soon as you discover them and complete our incident report form; and (b) provide us with a legible copy of any service of process, pleading, or notice of any kind related to an accident or other incident involving the Vehicle. The Liability Policy and the Collision Policy do not cover losses caused anybody who is not an Authorized Driver.

## **7. Charges.**

In addition to the basic trip cost stated on the Face Page of this rental agreement, 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 Vehicle, 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) a refueling fee if Renters return the Vehicle with less fuel than when rented;
- (e) taxes, fees, and surcharges;
- (f) all parking, traffic and toll violations, citations, fines, penalties, forfeitures, court costs, towing, impound, and storage charges and other expenses involving the Vehicle assessed against us or the Vehicle;
- (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 Vehicle is returned, repossessed or abandoned, plus any additional recovery expenses we incur;
- (j) \$50 or the maximum amount permitted by law, if Renters pay us with a check returned unpaid for any reason;
- (k) a reasonable fee to clean the Vehicle if returned substantially or materially less clean than when rented or if the Vehicle contains evidence of smoking or animals. All Charges are subject to a final audit. If errors are found, you authorize us to correct the Charges with your payment card issuer.

## **8. Deposit.**

You permit us to reserve against your payment card (“Reserve”) or take a cash deposit (“Deposit”) at the time of rental a reasonable amount in addition to the estimated charges. We may use the Reserve or Deposit to pay all Charges, but will not use the Reserve or Deposit to pay for damage to the Vehicle for which you may be responsible unless you agree separately to allow it after the amount of damage is determined. We will authorize the release of any excess Reserve or refund any excess Deposit after the completion of your rental. Your payment card issuer’s rules will apply to your account being credited for the excess and it may not be immediately released by your card issuer.

### **9. Renters' Property.**

To the extent permitted 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 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 Vehicle 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. Responsibility for Tolls, Traffic Violations, and Other Charges.**

You are responsible for paying the charging authorities directly all tolls ("Tolls") and parking citations, photo enforcement fees, fines for toll evasion, and other fines, fees, and penalties (each a "Violation") assessed against you, us or the Vehicle during the Rental Period. If we are notified by the charging authorities that we may be responsible for payment of a Toll or Violation, you will pay us or a processing firm ("Processor") of our choosing an administrative fee of up to \$50 for each such notification. ARRC RV-Motorhome agreement (123844) 4 You authorize us to release your payment card and rental information to a Processor and charging authorities for processing and billing purposes. If we or the Processor pay a Toll or Violation, you authorize us or the Processor to charge all such payments, service fees and administrative fees to the payment card you used in connection with this rental.

### **11. Our Responsibility to You if the Vehicle becomes Inoperable.**

If the Vehicle becomes 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.

### **12. Personal Information; Communications.**

You agree that we may disclose personally identifiable information about you to law enforcement agencies or to other third parties in connection with our enforcement of our rights under this Agreement and other legitimate business functions. The Vehicle also may be equipped with devices that permit you to pair your own mobile devices, and which may download your personal contacts, communications, location or other digital data. You should delete all personal information from the Vehicle's systems before returning it. Questions regarding privacy should be directed to the location where you rented the Vehicle.

### **13. Telematics Notice.**

The Vehicle may be equipped with global positioning satellite (GPS) technology or another telematics system, and/or an event data recorder (EDR). You acknowledge and authorize that your use of this Vehicle may be remotely monitored by us or on behalf of us through such systems to the extent permitted by law. This remote monitoring may include collection of Vehicle data, such as: location, odometer, oil life, fuel level, tire pressure, battery state of charge, diagnostic trouble codes, and other elements we may deem necessary. To the extent permitted by law, we may disable the Vehicle when we deem necessary, including if you breach this Agreement. You should have no expectation of privacy related to your use of this Vehicle. You agree to inform all drivers and passengers of the Vehicle of the terms of this section, and that you have authorized release of information collected by GPS or other telematics system or EDR. We are not responsible for the operability of any telematics navigational or other system included with the Vehicle. To the extent permitted by law, you agree to release us and agree to indemnify,

defend and hold us harmless from any damage to persons or property caused by failure of the GPS or other telematics system or EDR to operate properly, or otherwise arising from the use of the GPS or other telematics system or EDR.

#### **14. Breach of Agreement.**

The acts listed in paragraph 5, above, are prohibited uses of the Vehicle 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.

#### **15. 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 Vehicle 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.

#### **16. 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. To the extent permitted 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 Vehicle. Neither Renters nor Authorized Drivers may assign or transfer this Agreement, nor any rights, duties, nor obligations hereunder.

#### **17. Headings.**

The headings in this Agreement have been inserted for convenient reference only and shall not be considered in any questions of interpretation or construction of this Agreement.

#### **18. 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.