

## The lease on the reverse side hereof is subject to the following terms and conditions:

1. The vehicle remains the property of the Lessor and failure to return it on the agreed date may constitute larceny-by-bailee subjecting the renter to the penalties there for.
2. Lessee represents and warrants that he is a person of lawful and responsible age, and has in his possession an unrevoked license to operate automobiles issued by a state or territory of the United States. We will NOT rent to anyone under 25 years of age, and not one under 25 years of age is permitted to drive the vehicle.
3. We offer free storage of automobile during term of rental agreement. GIANT RECREATION WORLD WILL NOT BE RESPONSIBLE FOR YOUR VEHICLE WHILE IN STORAGE. If your vehicle is damaged, stolen, or vandalized, your personal insurance company will be responsible.
4. All rental fees plus estimated mileage, sales tax and **\$1000.00** security deposit must be paid in full, in advance of a rental vehicle leaving the lot. The deposit of \$1000.00 will be refunded within three business days upon return of the vehicle providing it is undamaged.
5. Insurance is NOT included on the rental unit in the rental fee. Lessee can obtain insurance through their carrier and must provide it to lessor at least 24 hours in advance of departure. GRW can provide full coverage insurance for a \$9.95 per night fee. Additional coverage is provided by [www.mbasli.com](http://www.mbasli.com)
6. Rental vehicles are issued with a full tank of gas, and must be returned in the same condition. If the rental vehicle must be refueled by Giant Recreation World, the renter will be charged a **\$40.00** service fee in addition to actual fuel cost.
7. Rental vehicles are issued with empty and rinsed holding tanks and **MUST** be returned in the same condition. Our dealership does not have a dump station. If the tanks must be dumped and rinsed by Giant Recreation World, the renter will be charged a **\$50.00** service fee which will be deducted from your deposit.
8. The Lessee acknowledges he has carefully examined the vehicle and finds it suitable for the purpose for which it is leased; and finds the accessory equipment in acceptable condition and that he will periodically examine the equipment including tires, and to maintain them in a safe, dependable condition while in his custody; that if any defect is discovered after the acceptance of the unit, that he will immediately obtain instructions from the Lessor and Lessee's continued use of it otherwise will be at his own risk and thus he assumes the liabilities of injury and damage to third persons.
9. Lessee agrees not to use, or permit its use, for an unlawful purpose; to drive in a careless or negligent manner, nor drive while under the influence of liquor or narcotics, nor by any person except those signatory to this agreement.
10. Lessee acknowledges his responsibility as an insurer as well as bailee, and will hold Lessor harmless from any and all fines, forfeitures and penalties arising out of any violation of law; that Lessor shall not be held liable for damages, inconvenience or time lost caused by accident, breakdown, or malfunctioning of the motor home. Lessee further agrees to hold the Lessor harmless should damages occur to any of the Lessee's personal property while carried in, or on, such vehicle including loss or damages caused by fire, water, theft. Lessee further agrees to indemnify and hold harmless the Lessor from and against any and all claims for loss of or damage to property or injury to persons (including death) resulting through the use, operation, or possession of said equipment.
11. IF YOU ARE INVOLVED IN AN ACCIDENT OR THE RENTAL UNIT IS VANDALIZED OR DAMAGED, REGARDLESS OF CIRCUMSTANCES YOUR SECURITY DEPOSIT WILL BE FORFEITED. The remainder of your security deposit, if any, will be refunded only if our insurance carrier is successful in subrogating the claim against another insurance company, which generally takes 6-12 months. It is your responsibility to obtain a police report in the event of an accident or vandalism, and to call the Rental Manager during normal business hours which are 9am – 5pm Monday through Friday and 9am to 3pm on Saturdays.
12. GIANT RECREATION WORLD WILL NOT BE RESPONSIBLE FOR:
  - a. Loss of personal property or damage thereto.
  - b. Down time for accidental or mechanical failure.
  - c. Incidental expense for accident or mechanical failure, including but not limited to restaurant meals and motel rooms.
  - d. All units are covered under limited factory warranty and must be taken to Ford or Coachmen Dealerships for repairs unless authorization is obtained from the Rental Manager to take the rental vehicle elsewhere.
13. Lessee shall immediately after any accident, report the same by telephone collect to Lessor at the location where vehicle was delivered to Lessee; and deliver forthwith upon return to Lessor at said location, or to the insurer, every process, pleading or paper of any kind relating to any claim, demand suit or proceeding, received by Lessee or said driver in connection with any accident or occurrence involving vehicle. Lessee and the driver agree to refrain from aiding or abetting the assertion of any claim, and shall cooperate fully with Lessor and the insurer in the investigation and defense of any claim or suit. If Lessee and the driver fail to provide such cooperation, Lessee shall not be entitled to the liability insurance coverage herein described.
14. Cash bond deposit shall be retained by Lessor as partial compensation for failing to return motor home in as good condition as on day of departure and for reimbursement of articles damaged, broken or missing. The established minimum charge for cleaning is no less than **\$75.00**
15. WE MUST HAVE A MAJOR CREDIT CARD INPRINT ON FILE in order to release a rental vehicle. We accept Master Card, Visa, American Express and Discover. We cannot and will not release a rental vehicle without one of the previously listed credit cards.
16. IF the motor home is stolen from the possession of the Lessee the latter shall immediately report its loss to the local police authorities: notify the Lessor and Lessee assumes the burden of firmly establishing its loss and to return the motor home keys to the Lessor.
17. Lessee agrees to return the vehicle to the Lessor's place of business, including all equipment, in the same condition as received, ordinary wear and tear excepted. Unless otherwise indicated on the face hereof the return time is **2pm**; thereafter for each hour after 2pm, there will be charged a penalty of **\$30.00** per hour. Returning earlier than the scheduled date will not result in a credit or refund.
18. The number of miles over which the vehicle shall have been operated pursuant to this Rental Agreement shall be determined by reading the odometer installed by the manufacturer.
19. Lessor's ability to provide a motor home, if reserved, is contingent upon and subject to its return by the previous lessee, and to accidents and other causes beyond Lessor's control.
20. It is expressly agreed that Lessee is not the agent, servant, or employee of the Lessor in any manner, whatsoever, it is further agreed all rights and liabilities arising out of this contract shall be determined by the laws of the Lessor's state of residence.
21. Lessee acknowledges that he has received instructions on the operation, use and maintenance of the vehicle, including the operation and safety precautions connected with the bottled gas installations and appliances, and is thoroughly familiar with same.
22. Lessee expressly agrees to indemnify and hold Lessor harmless of, from, and against any and all loss, costs, damages, attorneys fees and/or liability in connection with the enforcing of the foregoing contract by Lessor, including among other things expenses incurred in collecting or attempting to collect delinquent rent, and in the event suit is instituted by Lessor to recover possession of said equipment and/or to enforce any of the terms, conditions and/or provisions hereof, Lessee agrees to pay all costs and reasonable attorneys fees of Lessor incurred in connection therewith. Venue of any action hereunder is in the county of the Lessor.
23. For the purpose of enforcing Lessor's ownership of said motor home and/or equipment and to protect Lessor's rights under this contract, Lessee agrees that Lessor may retake possession of said motor home and/or equipment at any time and for such purpose to enter upon the premises of Lessee, Lessee hereby waives any right of action against Lessor by reason of such retaking or entry.
24. SMOKING IS NOT PERMITTED IN RENTAL VEHICLES. PETS ARE NOT ALLOWED.