**FFRV RENTAL AGREEMENT TERMS AND CONDITIONS ("Terms & Conditions")**

**1. Definitions.** "**Agreement**" means all terms and conditions found in these Terms & Conditions, the Face Page, any addenda and any additional materials that we provide and that you sign at the time of rental. "**You**" or "**your**" means the person identified as the 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 renter's direction. All persons referred to as "you" or "your" are jointly and severally bound by this Agreement. "**We**", "**our**" or "**us**" means Family Fun RV Rentals. "**Authorized Driver**" means the renter and each driver permitted to drive the towing vehicle with the Trailer in tow. Every Authorized Driver must have a valid driver's license and be at least age 25. "**Trailer**" means the non-motorized towed recreational vehicle identified in this Agreement and each trailer we substitute for it, all the Trailer's equipment, awnings, keys and Trailer documents. **The Trailer may be equipped with global positioning satellite ("GPS") technology or another telematics system and/or an event data recorder, and privacy is not guaranteed.** "**Loss of Use**" means the loss of our ability to use the Trailer for our purposes due to Trailer damage or loss during this rental, including, without limitation, 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 Trailer 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 that are incurred under this Agreement. "**Rental Period**" means the period between the time you take possession of the Trailer until the Trailer is either returned to or recovered by us and checked in by us.

**2. Rental, Indemnity and Warranties.** This is a contract for the rental of the Trailer. **At the time you make your reservation, 50% of your rental fee is due. The remaining 50% of your rental fee is due 30 days prior to your scheduled pick-up date.** We may repossess the Trailer at your expense without notice to you if the Trailer 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 attorneys' fees we incur resulting from, or arising out of, this rental or your use of the Trailer or our repossession of it. **We make no warranties, express, implied or apparent, regarding the Trailer or Optional Equipment, no warranty of merchantability and no warranty that the Trailer or Optional Equipment is fit for a particular purpose.**

**3. Your Representations and Warranties**. **You represent and warrant that: the towing vehicle that you use during the Rental Period has the towing capacity and proper vehicle wiring to tow the Trailer, and to connect and safely operate the trailer's electric brakes; any load will be properly loaded and placed for safe operation of the Trailer; and you will ensure that when towing the Trailer, it is properly secured and connected to the towing vehicle and will use safety chains, cables, locking devices and other similar devices meeting the requirements of applicable law.**

**4. Condition and Return of Trailer.** You must return the Trailer to our rental office or other location we specify, on the date and time specified in this Agreement, ***the interior cleaned, and in the same condition that you received it,*** except for ordinary wear. You must empty waste tanks. If you wish to extend the Rental Period, you must return the Trailer to our rental office for inspection and written amendment by us before the due-in date. If the Trailer is returned after closing hours, you remain responsible for the loss of and any damage to the Trailer until we inspect it upon our next opening for business, and Charges may continue to accrue. Service to the Trailer or replacement of parts or accessories during the rental must have our prior written approval.

**5. Responsibility for Damage or Loss; Reporting to Police.** You are responsible for all damage to or loss or theft of the Trailer, including damage caused by weather, acts of God or terrain conditions. Your responsibility will include: (**a**) all physical damage to the Trailer measured as follows: (i) if we determine that the Trailer is a total loss, the actual cash value of the Trailer, less salvage; (ii) if we determine that the Trailer is repairable: (A) the difference between the value of the Trailer 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 by either the actual or estimated number of days from the date the Trailer is damaged until it is replaced or repaired, which you agree represents a reasonable estimate of Loss of Use damages and not a penalty; (**c**) an administrative fee of $100; (**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. You must report all accidents or incidents of theft and vandalism to us and the police as soon as you discover them.

**6. Prohibited Uses.** The following acts or uses of the Trailer are prohibited and constitute material breaches of this Agreement: (a) Towing the Trailer: (i) by anyone who is not an Authorized Driver, or by anyone whose driver's license is suspended in any jurisdiction; (ii) by anyone under the influence of drugs or alcohol; (iii) by anyone who obtained the Trailer or extended the rental period by giving us false, fraudulent or misleading information; (iv) in furtherance of an illegal purpose or under circumstance that would constitute a violation of law other than a minor traffic citation; (v) for commercial purposes without our written consent; (vi) to carry dangerous or hazardous items or illegal materiel; (vii) outside the United States or Canada; (viii) when loaded beyond the manufacturer's suggested tow rating for the Trailer; (ix) when driven through or under an underpass or other structure without sufficient overhead or side clearance or when driven on unpaved roads; (x) when it is reasonable to expect you to know that further operation would damage the Trailer; (xi) in a manner that causes damage to the Trailer due to inadequately secured cargo; (xii) with your towing vehicle when your vehicle has insufficient towing capacity as determined by the manufacturer of your vehicle; (xiii) by anyone who is sending or receiving an electronic message, including text (SMS) messages or emails, while operating the towing vehicle; (b) Failing to properly load materials and distribute the weight of those materials to allow safe operation of the Trailer; (xiv) Without proper connection to the Trailer for the electric brakes to function as required by law (c) Failing to properly secure the trailer to the towing vehicle; (d) Failing to summon the police to an accident involving the Trailer; (e) Damaging the Trailer by your intentional, wanton, willful or reckless conduct; (f) Transporting an animal (other than a service animal) in the Trailer without our written consent; (g) Sitting, standing or lying on the roof or exterior of the Trailer; (h) Transporting passengers in or on the trailer while the Trailer is being towed; (i) Placing signs or lettering on the outside of the Trailer; (j) Placing loudspeakers or other sound equipment on the exterior of the Trailer; (k) Failing to use the Trailer in compliance with all instructions and warnings provided by us; and (l) Smoking or vaping in the Trailer. **PROHIBITED USE OF THE TRAILER VIOLATES THIS AGREEMENT AND WILL FORFEIT YOUR SECURITY DEPOSIT AND VOIDS ALL INSURANCE COVERAGE (WHERE PERMITTED BY LAW).**

**7.** **Festivals and Gatherings.** Burning Man, Electric Forest, and Faster Horses festivals are strictly prohibited. Your security deposit will be forfeited. Additional charges for cleaning and repairs will be charged separately: the security deposit will NOT be used to cover these costs. Any other festival or large gathering must be approved by FFRV or penalties above apply as well.

**8.** **Campground Electrical Service.** All of Family Fun RV Rental's trailers require 30-amp service for the travel trailer's electrical components and appliances (air conditioning, microwave, CPAP machines, and all the electrical outlets).to work. If your campsite has only 20-amp service available, SOME of the travel trailer's electrical components and appliances MAY work. We recommend that you verify with the campground where you are planning to stay whether they have 30-amp service or only 20-amp service. The on-board 12-volt battery CANNOT be relied on as your sole source of power. The air conditioning, microwave, CPAP machines, and all of the electrical outlets will not work with the 12-volt battery. If you are at a location without a power hook up, FFRV is not responsible if the on-board battery loses its charge. There will be no refunds or cancellations due to inadequate campground electrical service or batteries that drain due to not being adequately charged. **There will be no refunds or cancellations due to inadequate campground electrical service.**

**9.** **Insurance.** We provide collision and comprehensive insurance on the Trailer with a deductible. You are responsible for the deductible amount. This insurance does not cover Loss of Use or our administrative expenses incurred processing a damage claim. Coverage 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 Trailer. **You are responsible for all damage to the Trailer that is not covered by our insurance policies or that is in excess of our insurance limits.**

**10.** **Charges and Costs. You permit us to reserve against your credit/debit 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. We will authorize the release of any excess Reserve or refund any excess Deposit after the completion of your rental. Your debit/credit card issuer's rules will apply to your account being credited for the excess, which may not be immediately released by the card issuer, and refund of your Deposit may require up to seven (7) days to process and return.** You will pay us, or the appropriate government authorities, at or before conclusion of this rental or on demand all Charges, including: (a) base rental rate for the Rental Period; (b) optional products and services you purchased; (c) taxes and surcharges; (d) all expenses we incur in locating and recovering the Trailer if you fail to return it or if we elect to repossess the Trailer under the terms of this Agreement; (e) all costs, including pre- and post-judgment attorney fees, we incur collecting payment from you or otherwise enforcing our rights under this Agreement; (f) ***a reasonable fee not to exceed $100 to clean the Trailer if returned less clean than when rented;*** (g) a surcharge if you return the Trailer to a location other than the location where you rented the Trailer or if you do not return it on the date and time due, and you may be charged the standard rates for each day (or partial day) **after the due-in date**, which may be substantially higher than the rates for the initially agreed rental period if a special or promotional rate applied to the initially agreed rental period; (h) replacement cost of lost or damaged parts and supplies used in Optional Equipment; and (i) ***a dumping fee of $75 if all of the Trailer's waste tanks have not been drained (valves open, caps off)*** prior to return of the Trailer. **All Charges are subject to our final audit. If errors are discovered after the close of this transaction, you authorize us to correct the Charges with the payment card issuer.**

**11.** **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 Trailer 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.

**12.** **Responsibility for Traffic Violations, and Other Charges**. You are responsible for paying the charging authorities directly all parking citations, photo enforcement fees, fines for toll evasion, and other fines, fees, and penalties (each a "**Violation**") assessed against you, us or the Trailer during the Rental Period. If we are notified by the charging authorities that we may be responsible for payment of a Violation, you will pay us or a processing firm ("**Processor**") of our choosing an administrative fee of up to $50 for each such notification. You authorize us to release your rental and payment card information to a Processor 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.

**13.** **Our Responsibility to You if the Trailer becomes Inoperable.** If the Trailer becomes inoperable for more than 24 hours, our liability to you is limited to the daily rental rate times the number of days the Trailer is inoperable.

**14.** **Personal Information.** You agree that we may disclose personally identifiable information about you to applicable law enforcement agencies or to other third parties in connection with our enforcement of our rights under this Agreement and other legitimate business functions. Questions regarding privacy should be directed to the location where you rented the Trailer.

**15.** **Miscellaneous.** No term of this Agreement can be waived or modified except by a writing that we have signed. This Agreement constitutes the entire agreement between you and us. All prior representations and agreements between you and us regarding this rental are void. 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 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. Unless prohibited by law, you release us from any liability for consequential, special or punitive damages in connection with this rental or the reservation of a trailer. If any provision of this Agreement is deemed void or unenforceable, the remaining provisions are valid and enforceable. This Agreement will be governed by the substantive law of the jurisdiction where the rental commences, without giving effect to the choice of law rules thereof, and you irrevocably and unconditionally consent and submit to the nonexclusive jurisdiction of the courts located in that jurisdiction.