

Sample Only- This will be the same set of terms delivered with your rental contract

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 customer elsewhere 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 customer's direction. All persons referred to as "you" or "your" are jointly and severally bound by this Agreement. "We", "our" or "us" means Red Dog Trailer Rentals, LLC "Authorized Driver" means the customer and any additional driver listed by us on this Agreement, provided that each such person has a valid driver's license and, is at least age 25. "Vehicle" means the towable recreational vehicle, or horse trailer 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 amount calculated by multiplying the number of days from the date of damage to the Vehicle until it is repaired times the daily rental rate. "MBA Choice" means a 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 or our repossession of it.

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 during the rental period.

4. **Responsibility for Damage or Loss; Reporting to Police.** You are responsible for all damage to, or loss of, the Vehicle, loss of use of the Vehicle while it is being repaired, diminished value of the Vehicle's caused by damage to it or repair of it, missing equipment, and a reasonable charge to cover our administrative expenses connected with any damage claim whether or not you are at fault. 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. **Injury or Damage to Third Persons or Their Property/Insurance.** You are responsible for all damage or loss you cause to others. You have provided us with an insurance document indicating that you have vehicle liability.

7. **Charges.** You agree to pay us or the appropriate government authority on demand for all charges due us under this Agreement, including, but not limited to: (a) time for the period you keep the Vehicle; (b) charges for additional drivers; (c) charges for the optional products and services you elected to purchase; (d) fuel, if you return the Vehicle with less fuel than when rented; (e) applicable sales, use and other taxes; (f) loss of, or damage to, the Vehicle, which includes the cost of repair, or if the Vehicle is not repairable, the retail actual cash value of the Vehicle on the date of the loss if we elect not to repair the Vehicle, plus loss of use, diminution of value of the Vehicle caused by damage to it or repair of it, and our administrative expenses incurred processing the claim; (g) all parking, traffic and toll fines, penalties, forfeitures, court costs, towing, storage and impound charges and other expenses involving the Vehicle assessed against us or the vehicle, unless these expenses are our fault; (h) all expenses we incur in locating and recovering the Vehicle if you fail to return it or if we elect to repossess the Vehicle under the terms of this Agreement; (i) all costs, including pre- and post-judgment attorney fees, we incur collecting payment from you or otherwise enforcing our rights under this Agreement; (j) a 2% per month late payment fee, or the maximum amount allowed by law (if lower than 2%) on all amounts paid after the date the vehicle is returned; (k) 1½% per month interest, or the maximum amount allowed by law (if lower than 1½%) on monies due us but not paid upon return of the Vehicle; (l) \$100, plus \$5/mile for every mile between the renting location and the place where the Vehicle is returned or abandoned, plus any additional recovery expenses we incur; (m) \$25 or the maximum amount permitted by law, whichever is greater, if you pay us with a check returned to us unpaid for any reason; and (n) a reasonable fee not less than \$50, but not to exceed \$300 to clean the Vehicle 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.** The following acts listed are prohibited uses of the Vehicle and breaches of this Agreement. You agree that the vehicle will not be used: (a) by anyone who is not an Authorized Driver, or by anyone whose driving license is suspended in any jurisdiction, or by anyone under the influence of drugs or alcohol; (b) by anyone who obtained the Vehicle or extended the rental period by giving us false, fraudulent or misleading information; (c) in furtherance of any illegal purpose or under any circumstance that would constitute a violation of law other than a minor traffic violation; (d) to carry persons or property for hire; (e) to push or tow anything, taken outside the United States or Canada, or to transport an animal, unless these acts are authorized by us elsewhere in this Agreement (f) in any race, speed test or contest; (g) to carry hazardous items or illegal materiel; (h) to transport persons inside the trailer in any compartment (i) when the Vehicle driven through or under an overpass or other structure without sufficient overhead or side clearance; (j) when the Vehicle's fluid levels are low, or it is otherwise reasonable to expect you to know that further operation would damage the Vehicle; (k) to transport inadequately secured cargo; or, (l) to commit an intentional, willful, wanton or reckless act with the vehicle, including allowing someone other than an Authorized Driver to operate the Vehicle, or by failing to summon the police to any accident involving personal injury or property damage.

If you breach this Agreement, you are liable for all damage to, or loss of, the Vehicle caused by your breach.

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 constitutes the entire agreement between you and us. All prior representations and agreements between you and us regarding this rental are void.

12. **Miscellaneous.** No waiver by us of any breach of this Agreement constitutes 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. 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 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.

13. **For losses occurring in Michigan, we are responsible only up to \$20,000 for bodily injury or death to one person and \$40,000 for bodily injury or death to 2 or more persons in any one accident, and only if you or a member of your immediate family were operating the Vehicle at the time of the accident. You may be liable to us up to the same limits, and you may be liable to injured third persons for amounts in excess of those limits.**