



**Life by the Horns**  
CAMPER RENTALS

**Motorhome Rental Agreement**  
**With Terms and Conditions**

Renter(s): \_\_\_\_\_

Address/Phone: \_\_\_\_\_

Employer/Address/Phone: \_\_\_\_\_

Emergency Contact/Number: \_\_\_\_\_

Destination: \_\_\_\_\_ Verify Licenses, Insurance & Credit Card: \_\_\_\_\_

RV: \_\_\_\_\_ Start Date: \_\_\_\_\_ Nights: \_\_\_\_ Due Back Date: \_\_\_\_\_ **Base Rental Fee \$** \_\_\_\_\_

**Damage Deposit \$** \_\_\_\_\_

Additional Fees Calculated Upon Return - **Additional Fees \$** \_\_\_\_\_

\_\_\_\_\_ Accessories: \_\_\_\_\_

\_\_\_\_\_ Pre-rental damage assessment: \_\_\_\_\_

\_\_\_\_\_ Mileage out: \_\_\_\_\_ Mileage in: \_\_\_\_\_ Free miles: \_\_\_\_\_ Additional miles \$0.90/mi

\_\_\_\_\_ Generator Hours out: \_\_\_\_\_ Generator in: \_\_\_\_\_ Generator hours billed @ \$4.00/hr

\_\_\_\_\_ Motorhome to be returned full of fuel & Waste Tanks Empty otherwise subject to service fees plus fuel costs.

\_\_\_\_\_ Renter is responsible for repair costs of any damage to the motorhome, deductibles if applicable, and any items excluded from insurance coverage, Examples: Tires/Awning/Loss of Use. Company chooses repair facility.

\_\_\_\_\_ No Smoking or Pets allowed. Use of awning prohibited. Motorhome occupancy not to exceed number of seatbelts.

**By signing below, Renter(s) agree to the terms of this Rental Agreement, including the attached Terms and Conditions which are an integral part of this Rental Agreement, and any other document Renter(s) sign; acknowledge that Renter had an opportunity to read the entire Agreement, including the Terms and Conditions, before signing; authorize us to process a separate credit/debit card voucher in Renter(s) name(s) for all Charges, including Tolls and Violations; and authorize us to release Renter(s) billing/rental information to third parties for billing/processing purposes. All Charges are subject to final audit.**

\_\_\_\_\_  
Renter

\_\_\_\_\_  
Date

\_\_\_\_\_  
Renter

\_\_\_\_\_  
Date

## MOTORHOME RENTAL AGREEMENT TERMS AND CONDITIONS

1. **Definitions.** "Agreement" means these Terms & Conditions, together with the preceding Rental Agreement, the signature page, any addenda and any additional materials signed by Renter(s) at the time of rental or thereafter.

"You", "your" and "Renter" mean, individually and collectively, the person(s) identified as the Renter(s) in this Agreement, any person signing this Agreement, any Authorized Driver and any person or organization to whom charges are billed by us at the Renter's direction. All persons referred to as "you" or "your" are jointly and severally bound by this Agreement, including these Terms and Conditions.

"We", "our" or "us" means Life Horns LLC and all related entities, and each of their officers, directors, members, managers, employees and other agents.

"Authorized Driver(s)" means the Renter(s) and any additional driver(s) listed by us on this Agreement, and any other additional driver(s) that Renter allows to drive the Vehicle at any time. It is Renter's responsibility to ensure that each Authorized Driver has throughout the term of the Agreement a valid driver's license and is at least 25 years of age. Only Authorized Drivers are permitted to drive the Vehicle. Renter(s) agree that, in addition to each Authorized Driver's responsibility and liability for its own acts and omissions, Renter(s) are jointly and severally responsible and liable for the acts and omissions of each Authorized Driver in relation to their operation of 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. The Vehicle 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 Vehicle for our purposes due to Vehicle damage or loss during the term of this Agreement, 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 Vehicle before damage and its fair market 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 Vehicle until the Vehicle is either returned to or recovered by us and checked in by us. The maximum Rental Period is one year, although Renter(s) shall remain fully bound by the terms of this Agreement if Renter(s) continue to use the Vehicle for more than one year for any reason. Upon our request, Renter(s) agree to sign a new Agreement with substantially similar terms if Renter(s) expect to use the Vehicle for more than one year.

"Vehicle License Fee," "Vehicle Licensing," "Vehicle License Prop Tax," "Vehicle License Cost Recovery Fee," or "Motor Vehicle Tax" 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 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 expenses (including attorney fees) we incur resulting from, or arising out of, this rental or your use of the Vehicle or our repossession of it. **We make no warranties, express, implied or apparent, regarding the Vehicle or Optional Equipment, no warranty of merchantability and no warranty that the Vehicle or Optional Equipment 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.

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If you wish to extend the Rental Period, you must return the Vehicle to our rental office for inspection and written amendment by us before the due in date. If the Vehicle is returned - after closing hours, you remain responsible for the loss of and any damage to the Vehicle until we inspect it upon our next opening for business, and Charges may continue to accrue. Service to the Vehicle or replacement of parts or accessories during the Rental Period, or any extension thereof, must have our prior written approval. You must check and maintain all fluid levels and return the Vehicle with at least the same amount of fuel as when rented.

4. **Responsibility for Damage or Loss; Reporting to Police**. You are responsible for all damage to or loss or theft of the Vehicle, including, without limitation, damage caused by weather, acts of god or terrain conditions. Your responsibilities include: (a) all physical damage to the Vehicle measured as follows: (i) if we determine that the Vehicle is a total loss, the greater of fair market value or actual cash value of the Vehicle on the date of this Agreement, 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 by either 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; (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. You must report all accidents or incidents of theft and vandalism to us and the police as soon as you discover them.

5. **Prohibited Uses**. The following uses of the Vehicle are prohibited and are material breaches of this Agreement. The Vehicle shall not be used: **(a) by anyone who is not an Authorized Driver, or by anyone whose driving license is expired, suspended or revoked in any jurisdiction; (b) by anyone under the influence of a prescription or non-prescription drug (including, without limitation, marijuana/THC) or alcohol; (c) by any Renter or other person 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 felony or other violation of law (other than a minor traffic violation); (e) to carry persons or property for hire; (f) to push or tow anything; (g) to teach anyone to drive; (h) to carry objects on the roof of the Vehicle; (i) in any race, speed test or contest; (j) to carry dangerous or hazardous items or illegal material; (k) outside the United States, Canada or the geographic area indicated elsewhere in this Agreement; (l) when loaded beyond its capacity as determined by the manufacturer of the Vehicle; (m) on unpaved surfaces, except at licensed public campgrounds; (n) to transport more persons than the Vehicle has seat belts, or to carry persons outside the passenger compartment; (o) to transport children without approved child safety seats as required by law; (p) when the odometer has been tampered with or disconnected; (q) 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; (r) in a manner that causes damage to the Vehicle due to inadequately secured cargo; (s) after an accident with the Vehicle unless and until you summon the police to the accident scene; (t) to transport an animal (other than a service animal); (u) in or through a structure of an underpass, gas station, drive through, or other object where there is - insufficient clearance (width or height); (v) by anyone who is sending an electronic message, including text (SMS) messages or emails, while operating the Vehicle; or (w) 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. Sitting, standing or lying on the roof of the Vehicle and smoking in the Vehicle also are prohibited. ANY USE OF THE VEHICLE IN VIOLATION OF THIS SECTION 5 CONSTITUTES A MATERIAL BREACH OF THIS AGREEMENT, RELIEVES US OF ANY AND ALL LIABILITY UNDER THIS AGREEMENT OR OTHERWISE, AND MAY VOID LIABILITY AND OTHER INSURANCE COVERAGE.**

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6. **Optional Equipment.** We offer certain Optional Equipment, including navigational systems, kitchen or linen packages, and child safety seats, upon request and subject to availability for your use during the Rental Period at an additional charge. **All Optional Equipment is rented AS IS and must be returned to us at the end of the Rental Period in the same condition as when rented.** If you rent a child safety seat, you must inspect and properly install the child seat into the Vehicle yourself. If you rent a GPS device, you should review the operational instructions before leaving the rental location.

7. **Insurance.** Without limiting sections 4 and 5 above, you are responsible for all damage or loss you cause to the Vehicle (**including tires**) and for all bodily injuries (including death) to you, Authorized Drivers and all other persons. You must provide us with proof of insurance indicating that you have primary motor vehicle liability, collision and comprehensive insurance covering you, Authorized Drivers, us, and the Vehicle. Your insurance coverage will be considered primary, and must provide at least the minimum limits of coverage required by the financial responsibility laws of the state where the loss occurs. We also provide an insurance policy ("Policy") that provides automobile liability coverage for bodily injury and property damage to third parties with limits no higher than the minimum amounts stated in the financial responsibility insurance laws of the state whose laws apply to the loss. The Policy and any other insurance we have is in all cases excess to your insurance and any other valid and collectible insurance whether primary, secondary, excess or contingent. The Policy contains exclusions, conditions, and limitations applicable to anyone claiming coverage, including, without limitation, coverage exclusions that may apply where the Vehicle is subject to any of the prohibited uses set forth in section 5 above. The Policy's personal injury protection, medical payments, no fault, uninsured or under insured motorist coverage will be for the minimum limits required by applicable law. You must: (a) report all bodily injuries (including death) and damage to the Vehicle and to any other property 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 as promptly as practicable with legible copies of any service of process, pleading, citation, or notice of any kind related to an accident or other incident involving the Vehicle. Coverage under the Policy may be excluded or void if you allow the Vehicle to be used by any unauthorized driver or otherwise materially breach this Agreement, or if you fail to cooperate in a loss investigation, including, without limitation, filing a timely and accurate incident report or similar documents.

8. **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 and any other obligations you have under this Agreement. We will authorize the release of any excess Reserve or refund any excess Deposit after the completion of the Rental Period. 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 30 days to process and return. You will pay us, or the appropriate government authorities, at or before conclusion of Rental Period or on demand all Charges, including: (a) base rental rate for the Rental Period; (b) excess mileage fee if applicable; (c) charges for additional Authorized Drivers; (d) optional products and services you purchased; (e) fuel, if you return the Vehicle with less fuel than when rented; (f) applicable taxes and surcharges; (g) 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; (h) all costs, including pre- and post-judgment attorney fees we incur collecting payment from you or otherwise enforcing our rights under this Agreement; (i) a reasonable fee not to exceed \$250 to clean the Vehicle if returned substantially less clean than when rented; (j) all fees and expenses associated if you lose the keys to the Vehicle; (k) a surcharge if you return the Vehicle to a location other than the location where you rented the Vehicle 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; and (l) replacement cost of lost or damaged parts and supplies used in Optional Equipment. All Charges are subject to our final audit. If errors are discovered after the close of this transaction, through the final audit or otherwise, you authorize us to correct the Charges with the card issuer.

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9. **Your Property.** You release us, our agents and employees and all other representatives 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. **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 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. 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

11. **Our Responsibility if the Vehicle becomes Inoperable.** If the Vehicle becomes inoperable for more than 24 hours, our only liability to you is strictly limited to the daily rental rate times the number of days the Vehicle is inoperable, and we shall have no liability for any other losses or damages (direct, incidental or consequential) incurred by you or any other person.

12. **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 Vehicle.

13. **Miscellaneous.** No term of this Agreement can be waived or modified except by a writing signed by us. This Agreement constitutes the entire agreement between you and us. All prior statements, promises, representations and agreements between you and us regarding the rental or any other matter addressed in this Agreement are null and 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, and except as otherwise stated in this Agreement, you release us from any liability for consequential, incidental, special or punitive damages in connection with this rental, the reservation of a vehicle, or any other matter addressed in this Agreement.** If any provision of this Agreement is deemed void or unenforceable, the remaining provisions shall remain valid and enforceable. This Agreement will be governed by the substantive law of North Carolina, without giving effect to the choice of law rules thereof, and you irrevocably and unconditionally consent and submit to personal jurisdiction of the state and federal courts in North Carolina. You agree that any lawsuit related to the rental or any other aspect of this Agreement shall be brought exclusively in state or federal court in North Carolina. Our rights and remedies under this Agreement are intended to be cumulative, and in addition to all other rights and remedies under applicable law.

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