



Life by the Horns
CAMPER RENTALS

Trailer Rental Agreement with Terms and Conditions

Renter(s): _____

Address/Phone: _____

Employer/Address/Phone: _____

Emergency Contact/Number: _____

Destination: _____ Verify Licenses, Insurance & Credit Card: _____

Camper: _____ Start Date: _____ Nights: ____ Due Back Date: _____ Base Rental Fee \$ _____

This Agreement, including the Terms and Conditions, shall remain in full force and effect until the trailer/camper is returned, including the period of any extension or holdover, irrespective of the due back date indicated above.

Damage Deposit \$ _____

Accessory Fees \$ _____

_____ Accessories: _____

_____ Pre-rental damage assessment: _____

_____ Renter is aware that vehicles handle differently with a trailer/camper in tow. Not to exceed 60 mph.

_____ Renter confirms that hitch connection is satisfactory, and Renter is able to reconnect.

_____ Renter is responsible for repair costs of **any** damage to the trailer/camper, any insurance deductible, and any loss excluded from Renter's insurance coverage (e.g., tires, awning). Company selects repair facility.

_____ Renter represents that Renter has and will maintain insurance necessary to cover liability for any damage to the trailer/camper (or is self-insured for this risk), and damage or injury to others and property of others.

_____ Renter authorizes assessment to credit card on file of fees and charges per Agreement after rental period (e.g., violations, tolls, failure to clean, failure to empty holding tanks). No smoking or pets, accessories or repairs.

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(s) had an opportunity to read the entire Agreement, including the Terms and Conditions, before signing; authorize us to process a 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.

Renter

Renter

Date

Date

CAMPER/TRAILER 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 person(s) allowed to operate the vehicle that tows 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 towing 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 towing vehicle.

"Vehicle" means the non-motorized towed trailer/camper that is rented under this Agreement and any trailer/camper we substitute for it, and all the Vehicle's tires, equipment, awnings, 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, and opportunity to upgrade or sell.

"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 all 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, including any extension or holdover period, and irrespective of the due back date indicated in this Agreement. 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. Your Representations and Warranties. You represent and warrant that (a) all towing vehicles that are used during the Rental Period have the capacity to safely and effectively tow the Vehicle; (b) any load will be properly loaded and distributed for safe operation of the towing vehicle and the Vehicle; and (c) you will ensure that the Vehicle is at all times properly secured and connected to the towing vehicle, including the proper use of safety chains, cables, locking devices and similar devices fully meeting the requirements of all applicable laws.

Initial: _____

3. **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 attorneys' 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.**

4. **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 you wish to extend the Rental Period, you must return the Vehicle to our rental office before the due back date for inspection and written amendment of this Agreement and/or a new Agreement with substantially similar terms. If the Vehicle is returned after our business 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.

5. **Responsibility for Damage or Loss; Reporting to Police.** You are responsible and liable 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 and liabilities 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.

6. **Prohibited Uses.** The following circumstances and uses of the Vehicle are prohibited, each of which constitutes a material breach of this Agreement: **(a) towing the Vehicle by anyone who is not an Authorized Driver, or by anyone whose driving license is expired, suspended or revoked in any jurisdiction; (b) towing the Vehicle by anyone under the influence of a prescription or non-prescription drug (including, without limitation, marijuana/THC) or alcohol; (c) towing or otherwise using the Vehicle by any 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) towing or otherwise using the Vehicle 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) towing or otherwise using the Vehicle to carry persons or property for hire or for any other commercial purpose, without our prior written consent; (f) placing or carrying in the Vehicle any dangerous or hazardous items or illegal materials; (g) towing or otherwise using the Vehicle outside the United States or Canada; (h) towing the Vehicle when loaded beyond the manufacturer's suggested tow rating for the Vehicle; (i) towing the Vehicle through or under a tunnel, underpass or other structure without sufficient and safe overhead or side clearance; (j) towing the Vehicle on unpaved roads or other unpaved surfaces (except at licensed public campgrounds); (k) towing or otherwise using the Vehicle when it is reasonable to know or suspect that continuing use would damage the Vehicle; (l) towing the Vehicle with inadequately-secured cargo; (m) towing the Vehicle with a vehicle that has insufficient towing capacity**

Initial: _____

as determined or recommended by the vehicle's manufacturer; (n) towing the Vehicle by anyone who is sending or reviewing any text, email or other electronic message; (o) failing to properly load and distribute the weight of cargo or other materials within or on the Vehicle to ensure safe operation; (p) failing to properly secure the Vehicle to the towing vehicle; (q) failing to summon police or other law enforcement at the time of an accident involving the Vehicle; (r) damaging the Vehicle by the intentional, wanton, willful or reckless conduct of any person; (s) using the Vehicle to transport any animal (except a service animal), without our prior written consent; (t) any person sitting, standing, hanging or lying on the roof or other exterior portion of the Vehicle; (u) transporting any passengers in or on the Vehicle while the Vehicle is being towed; (v) placing any signs or lettering on the outside of the Vehicle; (w) placing speakers or other sound equipment on the outside of the Vehicle; (x) towing or otherwise using the Vehicle without complying with all warnings and instructions provided by us; (y) using fuel with an octane rating above 87 if the Vehicle is equipped with an outside fuel station; and (z) smoking in the Vehicle at any time. **ANY OF THE PROHIBITED USES AND CIRCUMSTANCES SET FORTH IN THIS SECTION 6 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.**

7. **Optional Equipment.** We offer certain Optional Equipment upon your 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.**

8. **Insurance.** You are required to obtain and present to us an insurance binder or policy from your insurance company demonstrating that the Vehicle is an insured vehicle under such binder or policy. If for any reason your insurance does not extend to or otherwise include the Vehicle, we provide collision and comprehensive insurance coverage on the Vehicle, with a \$1,500 deductible for which you are responsible. Such insurance, which is considered excess of all other available insurance, does not cover Loss of Use or our administrative expenses in processing an insurance coverage claim. Coverage under such policy of insurance may be voided and unavailable if you materially breach this Agreement, including, without limitation, any prohibited use set forth in Section 6 above, and/or if you fail to cooperate in any loss investigation conducted by us or the insurer. You must: (a) report all damage to the Vehicle and to any other property to us, and to report 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. Insurance coverage 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. **You are liable and responsible for all damage to the Vehicle that is not, for any reason, covered by your or our insurance policies or that is in excess of any applicable insurance limits. We do not provide any liability insurance coverage for the Vehicle or any use of the Vehicle. You shall provide liability insurance coverage for the Vehicle or any use of the Vehicle through the insurance policy that covers any towing vehicle. You are liable and responsible for all bodily injuries (including death) to any person, and for damage to any third-party property, irrespective of whether such injuries or damage are covered by insurance.**

9. **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) optional products and services you purchase or rent; (c) all taxes and surcharges; (d) 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; (e) all costs, including pre- and post-judgment attorneys' fees, we incur collecting payment from you or otherwise enforcing our rights under this Agreement; (f) a reasonable fee not

Initial: _____

to exceed \$250 to clean the Vehicle if returned substantially less clean than when rented; (g) 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 by the due back date, and you may be charged the standard rates for each day (or partial day) after the due back 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 \$100 if the Vehicle's waste tanks have not been drained (valves open, caps off) prior to return of the Vehicle. 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.

10. **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.

11. **Responsibility for Traffic Violations, and Other Charges.** You are responsible for paying the charging authorities all parking citations, photo enforcement fees, tolls and 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 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 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

12. **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.

13. **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.

14. **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.

Initial: _____

