

TODD'S RV RENTAL CONTRACT

This contract is entered into this _____ day of _____, 2008 ("Contract") for the rental of the vehicle and all its equipment, hereafter called "Vehicle". The Contract is between _____ (hereafter "You") and Todd B. Williams (hereafter "Lessor").

1. Nature of this Contract. This Contract is solely for the purpose of creating a bailment that allows You to use the Vehicle as permitted by this Contract. You acknowledge that the Vehicle is owned by Lessor. No one other than Lessor may transfer the Vehicle or any rights or obligations under this Contract. Any attempted transfer or net lease of the Vehicle by anyone other than Lessor is void. You are not an agent of Lessor. No one may service or repair the Vehicle without Lessor's express approval (see paragraph 4.b.ii). Lessor makes no express or implied warranties, including any warranty that the Vehicle is fit for any particular purpose.

2. Definitions. The following terms shall have the following meanings in this Contract:

- (a) "You" and "Your" means the person signing this Contract and all Authorized Operators described on Page 5. All such persons and entities are construed to have entered a joint venture and shall be jointly and severally liable hereunder.
- (b) "Lessor" means Todd B Williams.
- (c) "Vehicle" means a self-contained, motorized motorhome or camperhome. Self containment features include, but are not limited to, kitchen, bath, sleeping, heating and air conditioning, and overall living facilities.
Plus, all the tires, tools, accessories, bedding and all other supplies, equipment, and components attached to or contained in the Vehicle and / or provided by Lessor.
- (d) "Personal Injury Protection (PIP)" where applicable when included under this Contract means that without payment of any additional fee by You, You are covered for personal injury in an amount which does not exceed the coverage required by applicable state / provincial law. (See paragraph 11.b)
- (e) "Uninsured Motorist" where applicable when included under this Contract means a driver or owner of any motorized vehicle which under applicable law is uninsured or underinsured for personal injury, wrongful death or property damage which may be sustained by You or by any other definition accepted by the state or province in which the accident occurs.

3. Who May Operate the Vehicle. You and Authorized Operators whose names and driver's license information appear on Page 5 of this Contract and whose presence is required at Vehicle checkout. You and Authorized Operators must be at least 25 years old and possess an valid identifiable driver's license, and be capable of operation at the sole discretion of Lessor.

4. Your Responsibilities.

- (a) **Vehicle Check-Out.** You must receive instructions:
 - (i) On the operation, use, maintenance, safety precautions required on the use of all systems, including but not limited to, use and installation of liquid propane, appliances, electrical systems and fueling system.
 - (ii) On driving and safe operation of the Vehicle.
 - (iii) On vehicle servicing responsibilities.
- (b) **Vehicle Usage.** You must operate the Vehicle safely in compliance with all applicable laws and regulations and in compliance with all terms and conditions of the Contract, including, but not limited to,
 - (i) Comply with passenger seating "seat belt" law and child restraint law of any state or province in which Vehicle may be driven. You acknowledge that with any non-compliance of such laws, You shall be contributory and/or comparatively negligent to any injury resulting from such non-compliance.
 - (ii) Keep the Vehicle properly serviced and in good running order. Lessor will reimburse You for normal maintenance expenditures up to a maximum of \$50 during the rental period which will be credited towards rental. All amounts above \$50 will require authorization by phone from Lessor's office at 5548 Beckman Rd, Lexington, South Carolina 29073, (803) 755-1666.
 - (iii) In the event of damage, loss, or theft to the Vehicle, whether or not due to Your fault, You agree to file an accident/Vehicle damage report immediately with the police and with Lessor by telephone, and in no case later than the first to occur of 24 hours after the accident or Your return of the Vehicle to the Lessor. You will obtain at the time of accident and deliver to Lessor, the name, address, telephone number, driver's license, and description, location, owner's name and address of damaged property.
 - (iv) Drive on paved roads only, stop, park and overnight in safe areas, and secure the Vehicle in a locked position with keys removed, when away from the Vehicle.
- (c) **Vehicle Return.** You must return the Vehicle in the same condition as received on the date due at the location specified and at the time indicated on Page 5 of this Contract. If You fail to return the Vehicle on the date due on Page 5 of this Contract, a warrant may be issued for Your arrest for unlawfully having the Vehicle and this will be done in accordance with applicable laws. Lessor reserves the right to repossess the Vehicle at any time without demand, at Your expense if, in Lessor's sole judgment, the Vehicle appears to have been or is used in violation of this Contract or is illegally parked, or is used in violation of law, or is apparently abandoned. Any right to any hearing or to receive any notice or legal process is waived, as a precondition for Lessor recovering the Vehicle. You are responsible for reporting at Vehicle return and payment of ALL parking and

traffic violations while Vehicle was under Contract to You.

You are responsible for reporting Vehicle problems and submission of any and all claims for reimbursement including, but not limited to, reimbursement of maintenance expenses and as a result of Vehicle breakdown (see paragraph 9C). All reimbursement claims must be supported by paid receipts and parts where applicable.

5. Responsibility for Loss or Damage to the Vehicle:

(a) If any terms and conditions of this Contract are breached, including but not limited to, violation of any section of paragraphs 4 and 6, You are responsible for any and all loss of or damage to the Vehicle from any cause regardless of fault. Your responsibility will not exceed the fair market value of the Vehicle at the time of loss or damage, less salvage value, plus as permitted by law, actual towing, storage and impound fees, and administrative charge, and a charge for loss of use.

(b)(You are responsible for any and all loss of or damage to the Vehicle from any cause regardless of fault to a maximum of \$1,000.00 per occurrence, except, You are responsible for the entire amount of loss or damage to the Vehicle caused by (i) striking overhead objects, (ii) backing up vehicle, (iii) driving off any paved road (including at campgrounds, parking lots, service stations, and the like), and (iv) freezing or overheating Vehicle systems, or for loss or damage to (v) the undercarriage, including tires and wheels including damage from road hazards, and (vi) the interior, regardless of fault.)

6. Prohibited Uses of the Vehicle. NOTICE: Any use of the Vehicle as prohibited by the Contract or failure to fulfill Your responsibilities will breach this Contract; will void any limitation of Your responsible for Lessor's actual and consequential damages, costs, and attorney's costs and fees resulting from that breach. To the extent permitted by law, liability protection will also be void. Under this Contract, You may not:

- (a) Operate in violation of federal or applicable state, provincial, or local laws, rules, regulations or ordinances.
- (b) Carry persons or property for compensation.
- (c) Propel or tow any vehicle or other object except as permitted in writing by lessor.
- (d) Engage in any race, test, training or contest.
- (e) Operate in connection with or during any period of riot, strike, or civil commotion.
- (f) Operate if Vehicle is obtained from Lessor by fraud or misrepresentation.
- (g) Allow operation by anyone except You and / or Authorized Operator.
- (h) Use for any illegal purpose or to carry explosives or other hazardous substances.
- (i) Drive, or be ferried or transported to any area outside the 48 contiguous United States or Provinces of Canada.
- (j) Drive on unpaved back roads, trails, and the like, commonly called "logging" roads or on any surface subjecting Vehicle to damage or road hazard.
- (k) Drive during adverse weather conditions, including but not limited to, areas requiring special tires or tire chains or allow placement of tire chains on the Vehicle.
- (l) Drive through any tunnel or area restricting propane tanks.
- (m) Allow the Vehicle to be driven by any person under the influence of intoxicants, medications, or drugs, or whose impairment renders driver unfit to operate vehicle or whose medical history may subject driver to an impaired state (such as seizures, night blindness and the like) rendering Allow the Vehicle to be driven by any person under the influence of intoxicants, medications, or drugs, or whose impairment renders driver unfit to operate vehicle or whose medical history may subject driver to an impaired state (such as seizures, night blindness and the like) rendering d, and if Vehicle door steps are not properly stowed.
- (n) Allow placement of signs, lettering, painting or other legend or loudspeakers or other sound apparatus on the Vehicle.
- (o) Tamper, modify, disassemble or change Vehicle in any way, including speedometer tampering.

7. Payment of Applicable Charges. You are responsible for payment to Lessor on demand, the sum of:

- (a) **Time and Mileage.** Time and mileage charges computed at the rates shown in this Contract (mileage to be determined by reading factory installed odometer).
- (b) **Late Return.** An hourly fee in addition to daily charges for each hour or fraction thereof that the Vehicle is not returned to the location where rented or designated by the date and time set forth in the Contract, or sooner if demanded by Lessor.
- (c) **Cleaning.** Cleaning charges, This includes cleaning the inside and outside completely.
- (d) **Flushout.** The dumping of both holding tanks and flushing them out. (If vehicle is returned with valves open and caps off they will be refunded the dump fee of \$25.00).
- (e) **Repair and Replacement.** Charges for repair or replacement of the Vehicle due to damage or loss not otherwise covered hereunder, and payments to Lessor, the amount of Lessor's loss and expense for repairs, parts, labor and supplies, and loss of use of the Vehicle until such time that the Vehicle can be returned to rental service, due to neglect, abuse or misuse of the Vehicle (including, without limitation, lack of proper repairs and failure to add oil, anti-freeze, water, air or other expendables necessary for the proper and safe operation of the Vehicle) or due to failure to take proper precautions to prevent freeze or overheating damage to the Vehicle.
- (f) **Taxes and Fees.** Applicable sales, goods and services, use and other excise taxes, local fees, and amounts charged by Lessor, as reimbursement for taxes and fees paid or payable.
- (g) **Fines.** Fines, penalties, forfeitures, court costs and other expenses, if assessed against Lessor with respect to use of the Vehicle by You while on rental to You, unless solely due to Lessor's fault.
- (h) **Speedometer.** Charges imposed by Lessor and fines which may be imposed by federal, state or provincial government due to tampering with the speedometer.
- (i) **Prepayments.** Lessor acknowledges receipt of the amount set forth on Page 5 as security and other deposits and advance charges as a credit to any amounts due Lessor hereunder.

- (j) **Administrative Fees.** Fees and costs arising from breach of Contract and including processing traffic / parking violations while under Contract to You.
- (k) **Contract Changes.** After Vehicle checkout, a change in date of return, or apparent abandonment may require additional charges at Lessor's sole discretion.

8. Failure to Pay Charges. In the event that You fail to meet all obligations under this Contract including the obligations set forth in Paragraph 7 to pay charges and fees, You agree that in addition to all other remedies available to Lessor at law and equity:

- (a) **Collection Expense.** You agree to pay reasonable attorney's fees and court costs in addition to the amount of invoice remaining unpaid and interest thereon in the event Lessor employs the services of an attorney to collect all or part of the invoice or to enforce its rights under this Contract whether suit is instituted or not.
- (b) **Interest on Unpaid Balance.** You agree to pay interest on unpaid amounts at the maximum rate allowed by law in the state or province where this Contract is executed which will accrue from the date due until the date paid.

9. Lessor Limitations of Liability.

- (j) **Late Pickups, Early Returns, and Delays.** Lessor incurs no responsibility or obligation for refund to You and Your passengers for late or delayed Vehicle checkouts, early returns, unused portions of the Contract or for delays in transfer or on route, regardless of fault or cause, to include, but not to be limited to: adverse weather conditions, traffic conditions and road closures, proscription of driving in designated areas, loss of personal property, theft, vandalism, illness of You and / or Your passengers, or family emergencies.
- (k) **No Consequential Damages.** Lessor shall in no event be liable for any indirect, incidental, special or consequential damages in connection with or arising out of the use, operation performance or breakdown of the Vehicle, including any claim related to a Vehicle reservation.
- (l) **Vehicle Breakdown.** Lessor assumes no responsibility for any expenses incurred by reason of a breakdown of the Vehicle, whether or not causing a delay in route, including, but not limited to, subsistence expenses. Lessor's maximum liability shall be for refund of daily time rental charges as a result of breakdown which results in loss of use of the Vehicle. Radio, automatic entry step, air condition, refrigerator, microwave or other appliances, cruise control or generator malfunctions are not considered to be mechanical breakdowns.
- (m) **Responsibility for Property.** Lessor is not responsible for any damage to or loss of Yours or anyone else's property, regardless of cause, except if it results solely from the negligence or intentional wrongful acts or omissions of Lessor, in which case, Lessor's maximum liability is limited to a sum of \$300.00 per person covering all property claims of You and Your passengers. Property includes, but is not limited to, property left in the Vehicle, or in any other vehicle, or on Lessor's premises. Property excludes animals, automobiles and recreational vehicles, automotive equipment, motorcycles, boats, motor or other conveyances, household furniture, contact lenses, artificial teeth and limbs, currency, coins, deeds, bullion, jewelry, stamps, securities, tickets, documents and perishables. Any loss or damage to property caused by mysterious disappearance is excluded.

You must supply proof of value and certificate of property insurance at Vehicle check-out for any property in excess of above limits. You acknowledge that with failure to provide proof of property value at Vehicle check-out, You accept all responsibility of property loss or damage in excess of above limits. You release Lessor, its agents and employees from any claim for loss or damage to yours or anyone else's property. If anyone makes a claim against Lessor for any such loss that is claimed to be in any way connected with this rental, you agree to hold Lessor harmless from such claim.

10. Indemnification and Hold Harmless. You agree: (i) to assume all responsibility and liability for the operation, maintenance and use of the Vehicle regardless of fault, including the sole or partial fault, of the Lessor, its agents or employees or third parties; (ii) not to make any claims against Lessor, its agents or employees for any damage, loss, expense, injury or death sustained by You in the course of Your rental of the Vehicle, regardless of fault, including the sole or partial fault of the Lessor, its agents, employees or third parties, including any of the foregoing arising from the acts or negligence of an Uninsured Motorist; and (iii) to indemnify, hold harmless and defend Lessor and its officers, directors, employees, and shareholders, regardless of fault, including the sole or partial fault of the Lessors, its agents, employees or third parties, for all losses and expenses, including attorney's fees and costs of litigation using counsel of Lessor's choice and against the claims of any passengers of either vehicle and the heirs and personal representatives from any claims for personal injury, death or property damage or their loss occasioned during the rental by You of the Vehicle.

11. Liability Coverage For the Vehicle.

- (a) **Maximum Limits.** The Vehicle is covered by a liability policy which provides coverage to You only against bodily injury, death and property damage claims of third parties with limits of liability up to the requirements of the financial responsibility law of the state or province in which an accident may occur, or \$10,000 for injury or death to any one person, \$20,000 for injury or death to more than one person in any one accident, and \$5,000 property damage, if no financial responsibility law applies. You understand that You alone are responsible for all losses in excess of such amounts. This coverage is void in Mexico and other proscribed areas. However, with the prior written agreement of Lessor to drive in designated areas of Mexico and the payment by You of an additional fee, liability coverage will be limited to and governed by separate policy. Coverage applies in Canada. On request, Lessor may provide You with proof of coverage and vehicle ownership required in Canada. (Exception noted in paragraph 11.c)
- (b) **Personal Injury Protection (PIP).** Lessor provides no medical benefits or bodily injury protection to You and Your passengers. Lessor does provide Personal Injury Protection (PIP) where required by law and if applicable, is the limit of protection afforded to You and Your passengers for bodily injury.
- (c) **Secondary Coverage.** To the extent permitted by law, all coverage provider under this Contract shall be excess over any other valid and collectable liability, personal injury and property damage insurance of Yours and Your insurance shall be primary. Lessor reserves the right, where permitted by law, to provide coverage under a certificate of self-insurance in lieu of or in combination with an insurance policy.

NOTICE: YOU ACKNOWLEDGE YOUR RESPONSIBILITY TO ASSESS THE LIABILITY COVERAGE REFERRED TO HEREIN, TO SEEK PROFESSIONAL GUIDANCE REGARDING ADEQUACY OF COVERAGE AND TO SECURE ADDITIONAL COVERAGE IF YOU, IN YOUR SOLE DISCRETION, SHOULD DESIRE ADDITIONAL COVERAGE.

12. Miscellaneous Provisions:

- (a) **Signature Acknowledgment.** By Your filing of claims for reimbursement, settlement of applicable charges, and Your signature of Contract at return, You waive all and any claims against Lessor, and its officers, directors, employees, and shareholders and all parties, travel agents, wholesalers and the like, related to the reservation and rental of the Vehicle.
- (b) **Severability.** If any one or more of the terms or conditions of this Contract should be held contrary to any provision of applicable law or contrary to or against public policy, or shall for any reason whatsoever be held invalid or unenforceable, then such terms or conditions shall be null and void and shall be deemed separate from the remaining terms and conditions of this Contract, and shall in no way affect the validity of any of the other terms and conditions of this Contract.
- (c) **Arbitration.** Both parties waive the right to trial, whether by a judge or jury, for any claim or dispute which may arise under this Contract. Any controversy or claim arising out of this Contract shall be settled exclusively by arbitration in accordance with the commercial Arbitration Rules of the American Arbitration Association, and judgment shall be final and binding on the parties upon the award rendered by the Arbitrator(s) which may be entered in any Court having jurisdiction thereof. Venue for such arbitration shall be in the city or county of the state or province where the Contract is executed. Any change of venue requires the written mutual approval of the change by both You and Lessor.
- (d) **Governing Law; Jurisdiction.** By acceptance of this Contract (with your signature on Page 5 of this Contract at Vehicle check-out), You and Lessor mutually agree that the laws of the State of South Carolina shall govern the validity, interpretation and enforcement of this Contract and all matters related to this Contract such as reservations, payments of deposits and charges, communications and services, and any and all matters pertaining to this Contract. If a suit or claim becomes necessary by any party for the enforcement of the provisions of this Contract, then the venue for any claims or suits brought by any party shall be the city or county of the State of South Carolina where this Contract is executed. Any change of venue requires the written mutual approval of the change by both You and Lessor.
- (e) **Captions.** The heading used in this Contract are for the convenience of the parties only and shall not be considered in construing the provisions of this contract.
- (f) **Amendments to Contract.** This Contract contains all the agreements between You and Lessor and merges and supersedes all other oral or written communications related to this Contract to include, but not be limited to, all marketing and advertising presentations or material, all reservation communications and documents, all service, repairs, and road assistance materials and communications. No provisions of this Contract may be waived or modified orally or in writing by any employee or agent of Lessor except by a written instrument signed by Lessor.

13. Liability of Slide-out

You (renter) is 100% responsible for any and all damage to the slide-out. Never drive while the slide-out is out in any incident. While sliding the slide-out, out, no one should be seated on any part that slides out. This could cause the cables to break. No sitting or stand on anything that slides while sliding the slide-out in for the same reason.

14. Security Deposit

The security deposit is \$1,000.00. You are responsible for any damage done to the vehicle up to \$1,000.00 unless it is damage as described in paragraph (5b). Your deposit is refunded to you if there is no damage.

15. Reserving the units

To reserve a unit it is first come first serve. In order to hold a unit for reservation you must put a deposit down of \$500.00, this is 1/2 the security deposit.

16. Cancellation Policy

If you cancel two weeks prior to your reserved departure date, you will lose your \$500.00 deposit. It is non-refundable. If you cancel prior to your two weeks it is refundable but there is a 20.00 cancellation fee. That is to cover the credit card fees.