



ADDITIONAL TERMS AND CONDITIONS OF RENTAL CONTRACT

EFFECTIVE: August 1, 2017

These Terms and Conditions and Page A of the Rental Contract signed by You together constitute the contract ("Contract") for the rental of the vehicle and all of its equipment, hereafter called "Vehicle." The Contract is between You and Cruise America, Inc., a Florida corporation, its subsidiaries, affiliates, and agents, hereafter called "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. 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) For Personal rentals, "**You**" and "**Your**" means the person signing this Contract who accepts personal responsibility for fulfillment of the Terms and Conditions of this Contract secured by provision of a credit card in the person's name, all Authorized Operators described and listed on Page A of this Contract, all Passengers and any other persons on behalf of whom the Vehicle is rented. For purposes of this Contract, all such persons are construed to have entered a joint venture and shall be jointly and severably liable hereunder.
 - (b) For Commercial rentals, "**You**" and "**Your**" means the person signing this Contract is an entity representative accepting responsibility for fulfillment of the Terms and Conditions of this Contract on behalf of a corporate, governmental or institutional entity secured by an entity credit card or other acceptable means of credit, all Authorized Operators described and listed on Page A of this Contract or employees or persons authorized by entity, all Passengers and any other persons on behalf of whom the Vehicle is rented. For purposes of this Contract, the entity and all such persons are construed to have entered a joint venture and shall be jointly and severably liable hereunder.
 - (c) "**Lessor**" means Cruise America, Inc., a Florida corporation, its subsidiaries, affiliates, officers, directors, employees, agents, shareholders, and secured and unsecured lenders.
 - (d) "**Vehicle**", unless noted to the contrary, means and encompasses all of the following:
Self-contained motorhomes, fun movers, truck campers, travel trailers and similar vehicles. Self-containment features include, but are not limited to, kitchen, bath, sleeping, heating and air conditioning, and overall living facilities. It also includes all the tires, tools, accessories, bedding and linen, kitchen utensils, and all other supplies, equipment, and components attached to or contained in the Vehicle and/or provided by Lessor.
 - (e) "**Personal Injury Protection (PIP)**" where applicable and 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.
 - (f) "**Uninsured/Underinsured Motorist**" where applicable and when included under this Contract means a driver or owner of any motorized vehicle or 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.
 - (g) "**Supplemental Liability Insurance (SLI)**" where applicable and when included under this Contract, means You are covered with limited Supplemental Liability Insurance (SLI) by an independent commercial insurance company through a master policy. SLI is subject to all the provisions, limitations, exceptions, and exclusions of the master policies, copies of which are available from Lessor upon request.



ADDITIONAL TERMS AND CONDITIONS OF RENTAL CONTRACT

EFFECTIVE: August 1, 2017

3. Who May Operate the Vehicle. You and Authorized Operators whose names and driver's license information appear on Page A of the Contract and whose presence is required at Vehicle checkout. You and Authorized Operators must be at least 21 years old and possess a valid, identifiable driver's license, and be capable of vehicle operation at the sole discretion of Lessor.

4. Your Responsibilities.

(a) **Vehicle checkout.** 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, including accessing Lessor's 24-hour, toll-free telephone (1-800-334-4110) prior to continuance or operation of the Vehicle if in doubt about safe operation of the Vehicle. You must comprehend and be familiar with these responsibilities and have all questions answered to your satisfaction.

(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 the 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 \$75.00 during the rental period which will be credited towards rental, upon presentation of receipts. All amounts above \$75.00 will require authorization from Lessor by phone toll free 1-800-334-4110.
- (iii) In the event of an accident resulting in injury to Vehicle occupants or third parties, or 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 secure a copy of a police report and with Lessor by toll-free telephone 1-800-334-4110, 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 the accident and deliver to Lessor, the name, address, telephone number, driver's license and description, location, owner's name and address of injured parties and damaged property. Failure to comply with this provision will deny the Lessor the opportunity to properly investigate the accident, mitigate the claim and will void Vehicle damage protection coverages as provided under the Contract. (see Par. 10 & 11)
- (iv) Drive on public roads only; stop, park, and overnight in safe areas; and secure Vehicle in a locked position with keys removed, when away from the Vehicle.
- (v) Fire alarm, propane alarm, and carbon monoxide detectors are installed for your safety. It is your responsibility to perform the test procedures daily and to repair or replace any defective device (including battery replacement) prior to continued use of the Vehicle.
- (vi) Perform safety inspections, including lights, tires, engine, generator, exhaust systems, mirrors, and Vehicle systems daily and correct any damage or defects prior to continued operation of the Vehicle.
- (vii) Occupy and operate the Vehicle and it's systems in a reasonable, safe and prudent manner and to protect, shelter, or clear the Vehicle from areas exposed to acts of nature in order to prevent avoidable Vehicle damage.
- (viii) The Vehicle may be equipped with certain on board technology such as GPS, antenna, and transceiver boxes or related equipment ("**On Board Technology**"). You agree not to tamper with On Board Technology and agree to be responsible for any and all damage such as theft to such hardware which occurs during the Rental, regardless of cause.



ADDITIONAL TERMS AND CONDITIONS OF RENTAL CONTRACT

EFFECTIVE: August 1, 2017

(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 A of this Contract. If You fail to return the Vehicle on the date due on Page A 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 the 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 the 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 as a result of Vehicle breakdown. All reimbursement claims must be supported by paid receipts and replaced parts where applicable.

(d) **Declaration of Valuables.** It is foreseeable that you or your passengers will carry personal property in the Vehicle which will exceed the value limits contemplated and provided by the Lessor. See paragraph 9(d). You must provide a list of the property, proof of value and a certificate of property insurance at Vehicle checkout for any excluded items or property in excess of the limits provided.

5. Responsibility for Loss of or Damage to 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, and all related expenses. Your responsibility will be (1) 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, an administrative charge for expenses associated with processing the loss and damage claim, a charge for loss of use, attorney fees and costs, and other related expenses and costs or (2) \$75,000, whichever is lesser amount.
- (b) If the Vehicle is used as permitted by the Terms and Conditions of this Contract, the following applies: You are responsible for any and all loss of or damage to the Vehicle from any cause regardless of fault to a maximum of \$1000.00 per occurrence.

6. Prohibited Use of the Vehicle. NOTICE: Any use of the Vehicle as prohibited by the Contract or any failure to fulfill Your responsibilities (paragraph 4) will breach this Contract, will void any limitation of your responsibility under the Contract, and make you fully 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, SLI, PIP, Uninsured/Underinsured, and Liability Coverage will also be void.

- (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 the Vehicle is obtained from Lessor by fraud or misrepresentation.
- (g) Allow operation of Vehicle by anyone except You and/or Authorized Operators.
- (h) Use for any illegal purpose or to carry explosives or other hazardous material.
- (i) Drive, or be ferried, or transported to any area outside the 48 contiguous United States, Alaska, Provinces of Canada, Yukon and Northwest Territories.
- (j) Travel on any road where motorhome or propane carriage is prohibited by law (such as underwater tunnels).
- (k) Travel on any road where warnings are posted to indicate travel would be dangerous or hazardous for any vehicle or motorhome.
- (l) Travel on any road where road surface or driving conditions or weather exposes the motorhome to unreasonable damage or road hazard.



ADDITIONAL TERMS AND CONDITIONS OF RENTAL CONTRACT

EFFECTIVE: August 1, 2017

- (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 the driver unfit to operate Vehicle.
- (n) Operate or occupy the Vehicle in a reckless or abusive manner which causes damage to the interior or exterior of the Vehicle.
- (o) Operate, maintain, or refuel the Vehicle if You have doubts about safe operation and cannot obtain professional assistance or access the Lessor's customer service assistance lines.
- (p) Further operate or use the Vehicle when signals of apparent problems (monitor panel gauges, flat tires, engine overheating, abnormal noise, and the like) indicate damage to the Vehicle or Vehicle systems from continued use.
- (q) Allow the transport of more persons than indicated in the "Capacity" block of Page A of this Contract or (if not specified) to a maximum of seven persons (including driver).
- (r) Allow the transport of any persons in a Cruise America travel trailer or camper portion of a Cruise America truck camper.
- (s) Allow placement of objects or persons, for any purpose, on the roof, including in a parking position for viewing.
- (t) Operate if improperly loaded, or, if load is improperly secured, and if Vehicle door steps are not properly stowed.
- (u) Allow placement of signs, lettering, painting, or other legend or loudspeakers or other sound apparatus on the Vehicle.
- (v) Tamper, modify, disassemble or change Vehicle in any way, including odometer tampering.
- (w) Allow the Vehicle to be used for ambulance service, whether for hire or not, or for carrying person(s) whose medical well-being depends on operation of Vehicle systems.
- (x) Further operate the Vehicle after it has been involved in an accident or is damaged, regardless of fault, before the Vehicle has been properly repaired or otherwise certified to be roadworthy and in compliance with all applicable safety standards.
- (y) Write, read, or send text-based communication on an electronic wireless device, such as a cell phone or PDA, while operating the Vehicle.

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 Page A of this Contract (mileage to be determined by reading factory-installed odometer). Time and mileage charges are estimated at Vehicle checkout.
- (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 if the Vehicle is returned unclean, determined at Lessor's sole discretion.
- (d) **Flushout.** A minimum charge as a flushout fee if the waste and/or holding tanks have not been drained (valves open, cap off) by You prior to the Vehicle being returned to Lessor, at Lessor's sole discretion.
- (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, antifreeze, 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) **Odometer.** Charges imposed by Lessor and fines which may be imposed by federal, state or provincial government due to tampering with odometer.



ADDITIONAL TERMS AND CONDITIONS OF RENTAL CONTRACT

EFFECTIVE: August 1, 2017

- (i) **Prepayments.** Lessor acknowledges receipt of the amount set forth on Page A 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 drop off location, date of return, or apparent abandonment may require additional charges at Lessor's sole discretion.
- (l) **Other.** Basic, minimum service, extra and under age driver, early departure, refueling, optional use generator, preparation, transfer, towing, provisioning and personal kits, one-way and travel surcharges, and other equipment and service charges when applicable to the rental.
- (m) **Fees.** Fees for SLI if accepted by You.

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.
- (c) **Credit card.** Lessor is hereby irrevocably authorized to debit all such unpaid amounts, as indicated in paragraph 7 of this Contract, against any credit cards used by You for any initial payments or deposits to Lessor or used as credit references. All charges are subject to final audit or revision by Lessor.

9. Lessor Limitations of Liability.

- (a) **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 a transfer or en 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.
- (b) **No consequential damages.** Notwithstanding any provision in the Contract to the contrary, 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, upgrade or exchange.
- (c) **Vehicle breakdown.** Lessor assumes no responsibility for any expenses incurred by reason of a breakdown of the Vehicle, whether or not causing a delay enroute, including, but not limited to, subsistence, accommodation, and cellular phone expenses. Lessor's maximum liability shall be for refund of daily time rental charges as a result of mechanical breakdown which results in loss of use of the Vehicle. Radio, automatic entry step, air conditioning, refrigerator, microwave or other appliances, cruise control or generator malfunctions are not considered to be mechanical breakdowns. Vehicle exchanges may only be considered in the event of a mechanical breakdown. Lessor assumes no responsibility for Your delays as a result of Your decision to wait for third party Vehicle repairs or exchanges, in regard to non-mechanical breakdown repairs, as defined herein.
- (d) **Responsibility for property.** Lessor is not responsible for any damage to or loss of Your 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 for personal property and up to \$1000.00



ADDITIONAL TERMS AND CONDITIONS OF RENTAL CONTRACT

EFFECTIVE: August 1, 2017

per Vehicle for other property, covering all property claims of You and Your passengers. Your property claims are based on actual cash value and not replacement cost. Property includes, but is not limited to, property left in the Vehicle, or in any other vehicle, or on Lessor's premises. Under no circumstances will Lessor be liable for any damage to or loss of Your or anyone else's animals, automobiles and recreational vehicles, automotive equipment, motorcycles, boats, motor or other conveyances, firearms, household furniture, contact lenses, artificial teeth and limbs, currency, coins, deeds, bullion, jewelry, stamps, securities, tickets, documents, and perishables. Any loss of or damage to property caused by mysterious disappearance is excluded. You must supply proof of value and certificate of property insurance at Vehicle checkout for any property in excess of above limits. You acknowledge that with failure to provide proof of property value at Vehicle checkout, You accept all responsibility for property loss or damage in excess of above limits. You release Lessor, its agents and employees from any claim for loss of or damage to Your or anyone else's property. If anyone takes 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 a claim.

10. Indemnification and Hold Harmless. As permitted by law, when any Terms and Conditions of this Contract are breached, You agree to (1) assume all responsibility and liability for the operation, maintenance and use of the vehicle and (2) to indemnify, hold harmless and defend Lessor and its officers, directors, employees, shareholders, and lenders, regardless of fault, 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 all vehicles involved and their 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.k.a. Underlying Insurance).

(a) **Maximum limits - Personal rentals.** The Vehicle is covered by liability protection 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, provided, however, that all such liability protection does not apply until after exhaustion of all insurance and/or other protection available, and then such liability protection applies only to the extent that it is needed to meet, on a cumulative basis, with all such insurance and/or other protection available, the minimum amounts described above. You understand that You alone are responsible for all losses in excess of such amounts. This coverage is void in Mexico. Coverage applies in Canada. On request, Lessor may provide you with proof of coverage and Vehicle ownership required in Canada.

(b) **Maximum limits - Commercial rentals.** To the extent permitted by law, no liability protection is provided for Commercial rentals.

(c) **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. PIP coverage is subject to the maximum deductible as allowed by law and is secondary to any PIP coverage available to You or Your passengers afforded under any personal auto policy(s).

(d) **Uninsured/Underinsured Motorist.** Lessor has declined and is not providing to You any coverage at all for losses which You or Your passengers may sustain due to the acts of negligence of an Uninsured/Underinsured Motorist, however, if applicable law requires that the Lessor provide Uninsured/Underinsured Motorists protection to the Vehicle, then the Lessor shall provide the minimum level of applicable statutory protection.



ADDITIONAL TERMS AND CONDITIONS OF RENTAL CONTRACT

EFFECTIVE: August 1, 2017

(e) **Secondary Coverage.** To the extent permitted by law, all coverage provided under this Contract shall be excess over any other valid and collectible liability, personal injury and property injury or 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.

(f) **Maximum Limits - Non-motorized Vehicles.** Lessor provides no liability coverage, primary, secondary, or other protection for non-motorized vehicles when rented by You and/or towed by Your vehicle, whether owned by You or in Your possession. All liability coverage and responsibilities rest with You. Your execution of this Contract acknowledges Your understanding of Your obligations to provide liability coverage and other protection when operating, using, or in possession of a nonmotorized vehicle, including trailers and bicycles.

NOTICE: YOU ACKNOWLEDGE YOUR RESPONSIBILITY TO ASSESS THE LIABILITY COVERAGE REFERRED TO HEREIN, TO SEEK PROFESSIONALGUIDANCE REGARDING ADEQUACY OF COVERAGE AND TO SECURE ADDITIONAL COVERAGE IF YOU, IN YOUR SOLE DISCRETION, SHOULDDESIRE ADDITIONAL COVERAGE AND TO PROVIDE YOUR INSURANCE COMPANY'S NAME AND POLICY NUMBER ON REQUEST.

12. Supplemental Liability Insurance (SLI).

Note: This is a condensed version of the Supplemental Liability Insurance policy issued to the lessor. It DOES NOT include all of the limitations and terms of the policy or the terms of any endorsements attached thereto. The entire policy can be viewed at the lessor's office where the rental originated, a copy will be provided by the administrator named below upon request. Renter's own personal automobile insurance policy for an owned vehicle may provide renter with such liability coverage with or without a deductible.

(a) COVERAGE

The coverage provided under the Supplemental Liability Insurance policy shall be extended to all Personal rentals as individuals who rent a vehicle from the lessor. No Supplemental Liability Insurance coverage is extended to Commercial rentals. Coverage shall be provided during the term of the rental as stated on the rental contract, which term may be extended by the lessor. The limits of liability will be afforded separately to each covered rental contract.

Limits of Liability: This [SLI] policy provides excess coverage for third-party automobile liability claims with a limit equal of the difference between (a) One Million USD CSL, for each accident and (b) the higher of the state-required Financial Responsibility Limits or the limits of any "underlying insurance." "Underlying insurance" includes any insurance covering You which satisfies the minimum financial responsibility requirements of the state or province or territory where the accident occurs, and also includes any primary or excess automobile or travel insurance that provides coverage for auto liability arising out of the operation, maintenance or use of this rental vehicle, whether the insurance is procured by You or provided to You by a booking or travel agent.

(b) CONDITIONS

As regards Supplemental Liability Insurance coverage, any terms, conditions and exclusions that apply to coverage as described in the rental contract, if any, shall also apply to coverage under the Supplemental Liability Insurance policy. Wherever there is a conflict between the rental contract and the Supplemental Liability Insurance policy, the Supplemental Liability Insurance policy shall apply.

(i) Coverages hereunder are voided, do not provide protection and have no force and effect under the following conditions:

A. The renter's failure to pay for charges due under the rental contract in accordance with the terms of the rental contract;



ADDITIONAL TERMS AND CONDITIONS OF RENTAL CONTRACT

EFFECTIVE: August 1, 2017

B. Failure to accept Supplemental Liability Insurance on the face of the rental contract at the inception of the rental period. Such acceptance shall be in the form of an initial by the renter on the face of the rental contract, in a box indicating acceptance of Supplemental Liability Insurance; failure to decline coverage is not evidence of coverage;

C. Use or operation of the vehicle in violation of the terms of the rental contract, including, without limitation, participation in any speed contest, driving under the influence of drugs or alcohol, or driving the vehicle beyond the geographic limitations stated in the rental contract;

D. Where the driver of the vehicle at the time of loss is not a renter or additional driver specifically authorized in the rental contract by the lessor.

- (ii) Obtaining the vehicle by fraud or misrepresentation will void all coverages;
- (iii) Coverages (other than Uninsured Motorist coverage where required by law) do not apply to loss arising from the bodily injury or property damage of: (a) the renter or the renter's family related by blood, marriage, or adoption, (b) persons who reside with renter in the same household, (c) non-related passengers in the rental vehicle.
- (iv) Coverage does not apply in Mexico.
- (v) Coverage is not provided for uninsured motorist property damage, underinsured motorist property damage, first party benefits, no-fault or other optional liability protection.

In the event of an accident:

1. Contact the police immediately.
2. If another party is involved, obtain the other party's information and record it on Form 07-004, located inside this document.
3. Complete rest of Form 07-004 while still at accident location.
4. Contact Cruise America (1-800-334-4110) within 24 hours.
5. At time of return, please tear off the Form 07-004 portion of this document and present to Cruise America.

For any questions, problems, or for assistance associated with this insurance please contact the administrator:

Zurich Programs / 1265 W. Mountain View Dr. / Mesa, AZ 85201 - email: Tony.deboor@zurichna.com

13. Expense Reimbursements. (Not valid in Mexico) Necessary and reasonable expenses for transportation and lodging only are covered in the event of a mechanical breakdown requiring the Vehicle to be in repair for more than 12 hours. Radio, automatic entry step, air conditioning, refrigerator, microwave or other appliances, cruise control or generator malfunctions are not considered to be mechanical breakdowns. Incurred expenses to a maximum of \$30.00 per person per day for lodging and other expenses (to the maximum capacity set on Page A) and \$30.00 per group per day for transportation will be reimbursed subject to a limit of \$3,000.00 per tour. The provisions of this paragraph are not valid in case of a collision or accident. You must present all receipts for refund of expenses.

14. Miscellaneous Provisions.

(a) **Signature acknowledgement.** 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.



ADDITIONAL TERMS AND CONDITIONS OF RENTAL CONTRACT

EFFECTIVE: August 1, 2017

(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.

© **Arbitration.** Both parties waive the right to trial, whether by 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 written mutual approval of the changes by both You and Lessor.

(d) **Governing law; jurisdiction.** By acceptance of this Contract (with your signature on Page A of this Contract at Vehicle checkout), You and Lessor mutually agree that the laws of the state or province where this Contract is executed, shall govern the validity, interpretation, and enforcement of this Contract 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 or province where this Contract is executed. The place of reservation is irrelevant. Any change of venue requires the written, mutual approval of the change by both You and Lessor.

(e) **Captions.** The headings 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) **Intellectual Property.** You shall have no claim or right of ownership or use of Cruise America's Intellectual Property and this Rental Contract does not constitute consent or authority for You to use Cruise America's Intellectual Property in any capacity outside the scope of this Rental Contract.

(g) **Confidentiality.** You consent to Cruise America's Privacy Policy located at cruiseamerica.com/privacy_policy which may be modified from time to time without notice to lessor. Lessor further consents to Cruise America sharing Customer information: (1) with any Cruise America affiliate, including, but not limited to, for purposes of collection or judgement execution; and (2) with any government body or law enforcement authority, whether confidential or otherwise, in its possession, if reasonably requested by a governmental body or (3) in order to exercise any remedy for default.

(h) **Amendments to Contract.** This Contract contains all the agreements by You and Lessor and merges and supersedes all other oral and written communications related to this Contract to include, but not 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 the President or a Vice President of Lessor.

The following State riders shall apply and modify rental Agreement accordingly:

Florida – The valid and collectible liability and personal injury protection insurance of any authorized rental or leasing driver is primary for the limits of liability and personal injury protection coverage required by Fla. Stat Section 324.021(7) and FLA. STAT. SECTION 627.736.



ADDITIONAL TERMS AND CONDITIONS OF RENTAL CONTRACT

EFFECTIVE: August 1, 2017

Michigan – NOTICE: Under Michigan Law, the Daily Rental Company is liable only up to a maximum amount of \$20,000 because of bodily injury to or death of one person in any one accident and \$40,000 because of bodily injury or death of two or more persons in any one accident involving this vehicle. You, the renter may be liable to the Daily Rental company up to the amount listed above to any injures person for the amounts awarded in excess of the maximum amounts listed above.

Rhode Island – The valid and collectible liability insurance or self-insurance providing coverage or liability protection for third party liability claims arising out of the operation of the rental vehicle shall be primary for the lessor or any person operating the motor vehicle, with the express permission of the lessor. The insurance or the self-insurance is primary only up to the limits required under § 31-31-7.

Arizona – The owner does not extend any of its motor vehicle financial responsibility or provide public liability insurance coverage to the renter, authorized drivers or other driver.