

## WISCONSINRV RENTAL AGREEMENT TERMS AND CONDITIONS

**IT IS THE EXPRESS UNDERSTANDING OF THE RENTER THAT THE VEHICLE BEING RENTED IS TO REMAIN STATIONARY ON THE SITE IT WAS DELIVERED FOR THE ENTIRE DURATION OF THE RENTAL TERM. THE RENTER IS NOT AUTHORIZED TO MOVE VEHICLE UNDER ANY CIRCUMSTANCE.**

1. *Definitions.* "Agreement" means all terms and conditions found the front page and rear page of the rental agreement. "You" or "your" means the person identified as the renter or any person signing this Agreement, any Authorized Renter and any person or organization to whom charges are billed by us at its or the renter's direction.

All persons referred to as "you" or "your" are jointly and severally bound by this Agreement. "We", "our" or "us" means the rental company named on the reverse. "Authorized Renter" means you, any additional Renter approved by us and listed by us on this Agreement, and any other person defined as an authorized Renter in a vehicle rental law of the state of Wisconsin, provided that person has a valid driver's license and is at least 25 years of age. "Vehicle" means the recreational vehicle, motor home, truck camper, 5<sup>th</sup> wheel or camper trailer identified in this Agreement and any substitute, and all its tires, tools, accessories, equipment, appliances, keys and vehicle documents.

2. *Rental, Indemnity and Warranties.* This Agreement is a contract for the rental of the Vehicle. We may repossess the Vehicle at your expense without notice to you, if the Vehicle is abandoned or used in violation of law or this Agreement. You agree to indemnify us, defend us and hold us harmless from all claims, liability, costs and attorney fees we incur resulting from, or arising out of this rental and your use of the Vehicle. **We make no warranties, express, implied or apparent, regarding the vehicle, no warranty of merchantability and no warranty that the vehicle is fit for a particular purpose.**

3. *Condition and Return of Vehicle.* You vacate and secure rental vehicle on the date and time specified in this Agreement, and in the same condition that you received it, except for ordinary wear. If the Vehicle is vacated after closing hours, you remain responsible for the safety of, and any damage to, the Vehicle until we inspect it upon our next opening for business. Service to the Vehicle or replacement of parts or accessories during the rental must have our prior approval. You must check and maintain all fluid levels during the rental period.

4. *Responsibility for Damage or Loss; Reporting to Police.* You are responsible for all damage to, or loss of, the Vehicle, regardless of whether or not you are at fault. You must report all accidents or incidents of theft and vandalism to the police as soon as you discover them. You must report all accidents involving the Vehicle to us within 24 hours of occurrence.

5. *Collision Damage Waiver.* Our company does not offer collision damage waiver as our rental agreement is to place the vehicle on the site never to be moved. We do not waive our right to collect from you for damage to the Vehicle if: (a) you provided misleading or false information to us, causing us to rent the Vehicle to you when we would not have done so otherwise, or on terms to which we would not have otherwise agreed; and, if the damage: (b) is caused intentionally by you or by your reckless or wanton misconduct; (c) occurs while you operate the Vehicle under the influence of an intoxicant or other drug in violation of the law of the state where the damage or loss occurs; **(d) if you instruct us to place a unit in a camping/exhibition site that is on unstable ground it will be your responsibility to pay for damage the vehicle that occur and recovery cost (e)** occurs while you are using, or directing another to use, the Vehicle in the commission of a misdemeanor or felony as those terms are defined in Wisconsin statutes §939.60; (f) arises out of your use of the Vehicle to carry person or property for hire; (g) occurs while the Vehicle is used outside the United States, its possessions or territories, or Canada; (h) arises out of use of the Vehicle on a surface not intended for use by private passenger automobiles; and, we do not waive our right to collect from you for damage to the Vehicle if: (i) you fail to promptly report to the police and to us the accident that results in damage to the Vehicle.

6. *Liability Insurance.* Event RV Rental in no way condones or intends that the rental unit is to move from the site that it was delivered. In the event that you do move this vehicle, you are responsible for all damage or loss you cause to others. You have provided us with an insurance binder indicating that you have vehicle liability, collision and comprehensive insurance covering you, us, and the Vehicle. Since you have auto liability insurance, we provide no liability insurance.

6a. If you did not provide us with an insurance binder assume there to be no liability insurance as it is not available through Event RV Rental, LLC

(j) "Damage" means any collision or comprehensive loss to, or of, the Vehicle; collision or comprehensive losses do not include damage to the interior of the Vehicle or its appliances;

(ii) Damage to the Vehicle is not covered by any way by Event RV Rental.

(iii) Auto liability insurance not part of this rental agreement. There is no coverage for bodily injury property damage for operation while vehicle is moving. This rental agreement is intended solely for accommodation on the site the vehicle is delivered. Event RV Rental does carriers appropriate General Liability Coverage for liability, Products & Completed Operations, Medical Payment and Premise Rented to you coverage. This coverage will not cover rental vehicle in no way while it is moving.

7. *Charges.* You agree to pay us on demand for all charges due us under this Agreement, including, but not limited to: (a) time and mileage for the period during which you keep the Vehicle, or a mileage charge based on our experience if the odometer or its seal is tampered with or disconnected; (b) charges for additional Renters; (c) charges for the optional products and services you elected to purchase; (d) gasoline, if you return the Vehicle with less gasoline than when rented; (e) applicable sales, use and RV Rental taxes; (f) loss of, or damage to, the Vehicle, which includes the cost of repair, or the retail value of the Vehicle based on valuation methods accepted by the auto insurance industry on the date of the loss if the Vehicle is not repairable, plus diminution of the Vehicle's value caused by damage to it or repair of it, and our administrative expenses incurred processing the claim; (g) all fines, penalties, forfeitures, court costs, towing charges and other expenses involving the Vehicle assessed against us or the vehicle, unless these expenses are our fault; (h) all expenses we incur in locating and recovering the Vehicle if you fail to return it or if we elect to repossess the Vehicle under the terms of this Agreement; (i) all costs, including pre- and post-judgment attorney fees, we incur collecting payment from you or otherwise enforcing our rights under this Agreement; (j) a 2% per month late payment fee, or the maximum amount allowed by law (if lower than 2%) on all amounts past due; (k) 1½% per month interest, or the maximum amount allowed by law (if lower than 1½%) on monies due us but not paid upon return of the Vehicle; (l) \$100, plus \$5/mile for every mile between the renting location and the place where the Vehicle is returned or abandoned, plus any additional recovery expenses we incur; (m) \$25 or the maximum amount permitted by law, whichever is greater, if you pay us with a check returned unpaid for any reason; and (n) a reasonable fee not to exceed \$250 to clean the Vehicle if returned less clean than when rented.

8. *Deposit.* We may use your deposit to pay any amounts owed to us under this Agreement.

9. *Your Property.* You release us, our agents and employees from all claims for loss of, or damage to, your personal property or that of any other person, that we received, handled or stored, or that was left or carried in or on the Vehicle or in any service vehicle or in our offices, whether or not the loss or damage was caused by our negligence or was otherwise our responsibility.

10. *Breach of Agreement.* The acts listed in paragraph 5(a) through 5(i), above, are breaches of this Agreement. If you breach this Agreement, you are liable for all damage to, or loss of, the Vehicle caused by your breach. Allowing anyone to drive the Vehicle is a willful, wanton and reckless act and is a breach 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.

11. *Modifications.* No term of this Agreement can be waived or modified except by a writing that we have signed. If you wish to extend the rental period, you must return the Vehicle to our rental office for inspection and written amendment by us of the due-in date. This Agreement constitutes the entire agreement between you and us. All prior representations and agreements between you and us regarding this rental are merged into this Agreement.

12. *Miscellaneous.* No waiver by us of any breach of this Agreement constitutes a waiver of any additional breach or waiver of the performance of your obligations under this Agreement. Our acceptance of payment from you or our failure, refusal or neglect to exercise any of our rights under this Agreement does not constitute a waiver of any other provision of this Agreement. Unless prohibited by law, you release us from any liability for consequential, special or punitive damages in connection with this rental or the reservation of a vehicle. If the Vehicle is inoperable for more than 24 hours, our liability to you is limited to the daily rental rate times the number of days the Vehicle is inoperable. If any provision of this Agreement is deemed void or unenforceable, the remaining provisions are valid and enforceable.

### LIABILITY FOR DAMAGE TO THE RENTAL VEHICLE

The rental agreement makes you and any unauthorized, or authorized drivers liable for any damage to the rental Vehicle caused by an accident or intentional, reckless or wanton misconduct. Total liability for any damage is limited to:

- 1) actual and reasonable repair costs, or the fair market value of the vehicle, whichever is less, and,
- 2) towing and storage costs.

### INSURANCE OR CREDIT CARD COVERAGE

Liability for any damage may be covered by your personal insurance policy or credit card agreement. Check your insurance policy or credit card agreement about coverage.

### DAMAGE WAIVER COVERAGE

A damage waiver is **not** insurance coverage. Event RV Rental does not offer a collision damage waiver as the rental vehicle was never intended to be used for transportation. The vehicle is to remain stationary on the site it was delivered until the agreed upon pick-up date.

- 1) the damage is caused by you, or any authorized Renter, intentionally or by reckless or wanton misconduct;
- 2) the damage occurs while you or any authorized Renter is under the influence of an intoxicant or other drug, racing, committing a crime or carrying persons or property for hire;
- 3) the damage occurs while you or any authorized Renter is using the vehicle outside the United States and Canada or on a surface not intended for use by passenger vehicles;
- 4) you provide misleading or false information in order to rent the vehicle; or
- 5) you or any authorized Renter fail to promptly report an accident to the police and to Event RV Rental, LLC

### DAMAGE

If the vehicle is damaged, we may not collect any amount for the damage unless you, or an authorized Renter against whom we claim liability, have been notified of your and your insurers' right to inspect the unrepaired vehicle within two working days after we were notified of the damage. If you request, we must also give you copies of two estimates we have obtained from repair shops regarding any damage claim.

### COMPLAINTS

If you have any complaints about our attempt to hold you liable for damages or would like a copy of the state law that fully sets forth your rights and obligations, contact:

Wisconsin Office of Consumer Protection & Citizen Advocacy  
P.O. Box 7856, Madison, WI 53707-7856  
608-266-1852 (Madison area) or toll-free 1-800-362-8189

Date: Renter's Signature: \_\_\_\_\_

