

PART B: JUCY USA CAMPA TERMS AND CONDITIONS

Valid 1 April 2017 - 31 March 2018



THESE TERMS AND CONDITIONS, PART A OF THE RENTAL CONTRACT SIGNED BY RENTER, PART C AND ALL ADDENDA, TOGETHER CONSTITUTES THE CONTRACT ("RENTAL CONTRACT") FOR THE VEHICLE AND ALL ITS EQUIPMENT, HEREAFTER CALLED "RENTAL VEHICLE." THE RENTAL CONTRACT IS BETWEEN RENTER AND LESSOR. (SEE PARAGRAPH 2A AND 2B).

1. NATURE OF THIS RENTAL CONTRACT.

This Rental Contract is solely for the purpose of creating a bailment that allows Renter to use the Rental Vehicle as permitted by this Rental Contract. Renter acknowledges that the Rental Vehicle is owned by the Lessor. No one other than the Lessor may transfer rights or obligations under this Rental Contract. Any attempted transfer or net lease of the Rental Vehicle by anyone other than Lessor is void. Renter is not an agent of Lessor. No one may service or repair the Rental Vehicle without Lessor's express approval. Lessor makes no express or implied warranties, including any warranty that the Rental Vehicle is fit for any particular purpose.

2. DEFINITIONS.

The following terms shall have the following definitions in this Rental Contract:

- a) "Renter"** (Sometimes referred to as you or your) is defined as the person signing this Rental Contract, all Authorized Drivers described and listed on the addendum to Rental Contract, all passengers and any other person or entity on behalf of whom the Rental Vehicle is rented. For purposes of this Rental Contract, all such persons and entities are construed to have entered a joint venture and shall be jointly and severally liable hereunder.
- b) "Lessor"** is defined as JUCY Inc., a Delaware corporation (DBA JUCY Rentals), its officers, directors and employees, affiliates, licensees, agents, shareholders and secured and unsecured lenders.
- c) "Rental Vehicle"** (sometimes referred to as "Vehicle") is defined as encompassing the following:
 - (i)** Self-contained, motorized motor homes or camper homes. Self-containment features include, but are not limited to, kitchen, bath, sleeping, heating and air conditioning, overall living facilities.
 - (ii)** Non self-contained, motorized vehicles such as trucks or other motorized rental vehicles which do not contain living facilities.
 - (iii)** Non-motorized vehicles such as travel trailers, fifth wheel trailers, camping trailers or other non-motorized vehicles, and includes all the tires, tools, accessories, bedding and linen, kitchen utensils, and all other supplies, equipment, and components attached to, used or contained in the Rental Vehicle and/or provided by Lessor.For purposes of this Rental Contract, Rental Vehicle shall mean and encompass all of the above, unless noted to the contrary.
- d) "Collision Damage Waiver (CDW)"** where applicable and when included under this Rental Contract, is defined that Renter has protections as set forth in paragraph 13.
- e) "Rental Liability Insurance (RLI)"** where applicable and when included under this Rental Contract, is defined that Renter has protections as set forth in the Master Policy to the specified limits. (See paragraph 14).
- f) "Supplemental Liability Insurance (SLI)"** where applicable and when included under this Rental Contract, is defined that the Renter has protections as set forth in the Master Policy to the specified limits. (See paragraph 15).
- g) "Mexico Auto Liability Insurance (MALI)"** where applicable and when included under this Rental Contract, means that Renter has protections as set forth in the Master Policy to the specific limits. (See paragraph 16).
- h) "Northern Canada"** is considered that part of Canada north of Prince Rupert, British Columbia; Prince George, British Columbia; Edmonton, Alberta; Prince Albert, Saskatchewan; and Winnipeg, Manitoba.

3. WHO MAY OPERATE THE RENTAL VEHICLE.

Renter, including Authorized Drivers as listed on the "Addendum to Rental Contract - Authorized Drivers of the Rental Contract" each of whom must be at least 21 years of age (some locations may require a greater age) and possess a valid, identifiable driver's license, and be capable of Rental Vehicle operation at the sole discretion of Lessor.

4. RENTER RESPONSIBILITIES.

- a)** Renter information. Renter represents and warrants that all information supplied to the Lessor in connection with the application for and completion of the Rental Contract is true and correct. In the event the same as shown in this Rental Contract, and any forms executed in connection with this Rental Contract, is not true and correct, the Renter agrees to indemnify, defend and hold harmless the Lessor from all resulting damages.
- b)** Rental Vehicle Check out. Renter must receive instructions on:
 - (i)** The operation, use, maintenance, safety precautions required on the use of all systems, included but not limited to, use and installation of liquid propane/butane appliances, electrical systems and fueling systems.
 - (ii)** The use and safe operations of the Rental Vehicle.
 - (iii)** Rental Vehicle servicing responsibilities, including accessing Lessor's toll free On-the-Road Support Hotline (1800-650-4180) prior to continuance or operation of the Rental Vehicle.By accepting the Rental Vehicle the Renter agrees that the Renter comprehends, understands and is familiar with these instructions and responsibilities, and all questions were answered to Renter's satisfaction.
- c)** Rental Vehicle Usage. Renter must operate the Rental Vehicle safely in compliance with all applicable laws and regulations and in compliance with all terms and conditions of the Rental Contract, including, but not limited to:
 - (i)** Complying with passenger seating "seat belt" law and "child restraint" law of any state or province in which Rental Vehicle may be operated. Renter acknowledges that in the event of any non-compliance with such laws, Renter shall be liable for any injury, damages, cost or loss and fines and penalties resulting from such non-compliance.
 - (ii)** Neither causing nor permitting any repairs or adjustments to be made to the Rental Vehicle in excess of seventy five US dollars

(≤\$75.00) without the express authorization of Lessor by telephone at 1-800-650-4180; and that in all cases of mechanical malfunction, Renter will immediately discontinue use and notify Lessor by telephone and will follow Lessor's instructions regarding any and all repair work. Renter will be responsible for any repair charges in excess of seventy five dollars (≤\$75.00) per rental if said repair charges have not been authorized by Lessor.

(iii) In the event of an accident resulting in injury to Rental Vehicle occupants or third parties, or damage, loss or Theft of the Rental Vehicle or third party vehicle or property, whether or not due to Renter fault, Renter agrees to file an accident/ Rental Vehicle damage report immediately with the police and secure copy of police report and provide to Lessor within five (5) days following the incident. In addition, Renter will complete and accident/ Rental Vehicle damage report with Lessor by toll free telephone, 1800-650-4180, upon the earlier of 24 hours after the accident or Renter returning the Rental Vehicle to the Lessor. A \$75 administration fee applies. Renter will obtain at the time of accident and deliver to Lessor, the name, address, telephone number, driver's license, description, location, owner's name and address of injured parties, damaged property description and all witnesses names and contact information. Failure to comply with this provision will deny the Lessor the opportunity to properly investigate the accident, mitigate the claim and will void CDW, RLI, SLI or MALI coverage provided under the Rental Contract. (See paragraph 13, 14, 15, & 16).

(iv) Reporting any theft of the Rental Vehicle or it's equipment immediately to the appropriate public law enforcement agency and to the Lessor, and to call the appropriate public law enforcement agency to the scene of the theft where required by law, to file the required law enforcement reports and Lessor reports and to return the Rental Vehicle keys to the nearest Lessor office in the event of total theft. Renter agrees to fully cooperate with Lessor and Lessor's agents and insurer with respect to any such theft.

(v) Driving on paved, maintained roads only; stopping, parking and overnighting in safe areas; and securing the Rental Vehicle in a locked position with keys removed, when away from Rental Vehicle.

(vi) Agreeing that the Smoke detector (if any), propane leak detector (if any), and carbon monoxide detector if any are installed for Renters safety; these devices will be operational at departure. It's the Renter's responsibility to perform test procedures daily and to repair or replace any defective device (including battery replacement) prior to use of the Rental Vehicle.

(vii) Performing safety inspections, including lights, tires, engine, generator exhaust system, mirrors, and Rental Vehicle systems daily, correct any damage or defects prior to operation of Rental Vehicle.

d) Rental Vehicle Return.

(i) Renter must return the Rental Vehicle in the same condition as received on the date and time due at the location specified as indicated on Part A on this Rental Contract. If the Renter fails to return the Rental Vehicle on the time and date due on Part A of this Rental Contract, a warrant may be issued for arrest of the Renter for unlawful possession of the Rental Vehicle and this will be done in accordance with applicable laws. Lessor reserves the right to repossess the Rental Vehicle at any time if Lessor reasonably believes that the Rental Vehicle is illegally parked, used in violation of this Rental Contract, or abandoned.

(ii) Renter will be charged the current hourly rate for late return as specified in this Rental Contract.

(iii) Renter is responsible for all fines; charges for toll roads; traffic and parking violations issued; court cost; or any other violation while the Rental Vehicle is in their possession and Renter will be charged accordingly. In addition Renter agrees to pay an administrative fee of not less than \$50 for each such charge.

(iv) All reimbursement claims must be approved by Lessor and supported by paid receipts and parts where applicable.

5. RESPONSIBILITY FOR LOSS OF OR DAMAGE TO THE RENTAL VEHICLE.

a) Renter is responsible for any and all loss of or damage to the Rental Vehicle from any cause regardless of fault. Renter responsibility will not exceed the fair market value of the Rental Vehicle at the time of loss or damage, less salvage value, plus as permitted by law, actual towing, storage and impound fees, and administrative charges and charge for loss of use.

b) If the Rental Vehicle is used as permitted by terms and conditions of this Rental Contract, the following applies:

(i) Renter's automobile insurance is primary (see paragraph 12) for any and all loss of damage to the Rental Vehicle from any cause regardless of fault.

(ii) Lessor may offer secondary coverage whereby Renter is responsible for any and all loss of or damage to the Rental Vehicle from any cause regardless of Fault to the Maximum deductible, per occurrence. Notwithstanding the foregoing, Renter is responsible for the entire amount of the loss or damage to the Rental Vehicle caused by:

(1) Overhead damage, **(2)** undercarriage damage, including entry step, tires & wheels, **(3)** all damage caused by off road use, **(4)** overheating or freezing vehicle systems, **(5)** damage from backing up the Rental Vehicle, **(6)** any accident caused by willful misconduct, violation of any law, and/or while driving under the influence of drugs and/or alcohol, **(7)** damage to motorhome slide-out, **(8)** damage caused by failure to maintain the Rental Vehicle, **(9)** any other form of inattentive driving, including falling asleep, **(10)** Renter negligence and, **(11)** any interior damage.

6. PROHIBITED USE OF RENTAL VEHICLE.

Any use of the Rental Vehicle that is prohibited by, or inconsistent with, the Rental Contract or failure to fulfil Renter obligations herein will be a breach of this Rental Contract, will void any limitation of

Renter's responsibility under the Rental Contract, and make Renter fully responsible for Lessor's actual and consequential damages, cost, and attorney's cost and fees resulting from the breach. To the extent permitted by law, CDW, RLI, SLI, MALI, (see paragraphs 13, 14, 15, & 16), and any liability protection will also be void. Under this Rental Contract, with respect to the Rental Vehicle, **RENTER MAY NOT:**

- a)** Operate, occupy or use the Rental Vehicle in a negligent or careless manner. Leave the Rental Vehicle unattended in a negligent or careless manner.
- b)** Operate the Rental Vehicle in violation of any federal, state, provincial, or local laws, rules, regulations or ordinances.
- c)** Push or tow any vehicle or other object with the Rental Vehicle except as permitted in writing by Lessor. Renter may not, under any circumstances, tow anything weighing more than a gross vehicle weight of 3,000 pounds.
- d)** Allow operation of the Rental Vehicle by anyone except Renter and/or Authorized Drivers.
- e)** Drive the Rental Vehicle during adverse weather conditions, and/or road conditions.
- f)** Drive Rental Vehicle through any tunnel or area restricting propane tanks.
- g)** Drive, ferry or transport the Rental Vehicle to any area outside the contiguous United States or Provinces of Canada (except Newfoundland) and to certain areas prohibited by Lessor as inhospitable and dangerous, except with Lessors prior written approval. The Rental Vehicle may be operated in designated areas of Mexico, Alaska, Yukon and Northwest Territories upon securing a written permit from Lessor. (See Part C - Travelling in Mexico, Canada or Alaska).
- h)** Drive while under the influence of alcohol or drugs/narcotics.
- i)** Transport more people than the manufacturer if the unit recommends for the specific vehicle type, or more than there are seat belts in the vehicle.
- j)** Disconnect and/or tamper with the odometer and/or speedometer.
- k)** Carry persons or property for compensation.
- l)** Engage in any race, test, training or contest.
- m)** Operate in connection with or during any period of strike, riot, or civil commotion.
- n)** Operate the Rental Vehicle if Rental Vehicle is obtained from Lessor by fraud or misrepresentation.
- o)** Use for any illegal purpose or to carry explosives or other hazardous waste and/or hazardous materials.
- p)** Drive on unpaved roads, trails, and the like, commonly called "logging" roads or any surface subjecting Rental Vehicle to damage or road hazard.
- q)** Operate the Rental Vehicle in a reckless or abusive manner which causes damage to the Rental Vehicle whether interior, external, or mechanical.
- r)** Operate, maintain, or refuel the Rental Vehicle if Renter has doubts about the safe operation and cannot obtain professional assistance or access the Lessor's customer service assistance by telephone.
- s)** Operate or use the Rental Vehicle when signs of apparent problems (monitoring panel gauges, flat tires, steam arising from engine, abnormal noise, and the like) indicate damage to the Rental Vehicle from continued use.
- t)** Allow the transport of any persons in a trailer or in the camper portion of camper homes or allow the detachment at the camper from the truck chassis.
- u)** Allow placement of objects or persons for any purpose on the roof, including a parking position for viewing.
- v)** Operate if improperly loaded, or, if load is improperly secured, or if Rental Vehicle door steps are not properly stowed.
- w)** Allow placement of signs, lettering, painting, or other legends or loudspeakers or other sound apparatus on the Rental Vehicle.
- x)** Further operate the Rental Vehicle after it has been involved in an accident or is damaged, regardless of fault, until the Rental Vehicle has been properly repaired or otherwise certified to be roadworthy and in compliance with all applicable safety standards.
- y)** Travel in Death Valley during the period 15 July to 15 September. Note that in June and September travel may be permitted, however Renter is fully responsible for any and all mechanical problems or towing and is subject to the Lessor's consent. Ground temperatures may reach 140°Fahrenheit or 60°Celsius.
- z)** Fall asleep while operating the Rental Vehicle or use or operate the Rental Vehicle in any other inattentive manner.

7. PAYMENT OF APPLICABLE CHARGES.

Renter is responsible for the payment to the Lessor on demand, the sum of:

- a)** Time and mileage. Time and mileage charges computed at the rate shown on Part A of the Rental Contract (mileage shall be determined by reading the odometer installed by the manufacturer). Time and mileage charges are estimated at the time of pickup of the Rental Vehicle.
- b)** Fees and waivers. Fees for CDW, RLI, SLI and MALI if offered and selected by Renter.
- c)** Other, basic, minimum service, authorize drivers, refueling, operational generator use, preparation, provisions and personal kit, one way fees, and other equipment and service charges when applicable to the rental.
- d)** Cleaning. Renter must return the Rental Vehicle in a clean condition. A cleaning fee will be estimated and charged if, Lessor determines in its sole and absolute discretion, the Rental Vehicle has not been returned in a clean condition.
- e)** Flush out. A minimum charge as a flush out fee if the waste and/or holding tanks have not been drained by the Renter prior to the Rental Vehicle being returned to the Lessor.
- f)** Repair and replacement. Charges for repair or replacement of the Rental Vehicle due to damages or losses not otherwise covered

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hereunder, and payments to Lessor, for the amount of Lessor's loss and expense for repairs, parts, labor and supplies, and loss of use of Rental Vehicle until such time that the Rental Vehicle can be returned to the rental service, due to neglect, abuse or misuse of the Rental Vehicle (including, without limitation, lack of proper repairs and failure to add oil, anti-freeze, water, air or other items and expenses necessary for the proper and safe operation of the Rental Vehicle) or due to failure to take proper precautions to pre-bent freeze or overheating damage to the Rental Vehicle.

g) Taxes and fees. Applicable sales, license, goods and services, use and other taxes, fees, and amounts charged by Lessor, as reimbursement for taxes and fees paid or payable.

h) Fines. Fines, penalties, forfeitures, in pounds, court costs, and other expenses, if assessed against Lessor will respect to your use of the Rental Vehicle by Renter while on rental to Renter, unless solely due to Lessor's fault.

i) Speedometer. Charges imposed by Lessor and fines which may be imposed by federal, state or provincial law due to tampering with the speedometer.

j) Prepayments. Lessor acknowledges receipt of the amount set forth on Part A of the Rental Contract as security and other deposits and advance charges as a credit to any amounts due Lessor hereunder.

k) Administration fees. Fees and costs arising from breach of Rental Contract and including, but not limited to processing traffic/parking violations while incurred under Rental Contract with the Renter. A fee of \$75 applies to all accidents, loss or damage to the Rental Vehicle.

l) Rental Contract charges. After Rental Vehicle pick up, a change in drop off location, date of return, or apparent abandonment including but not limited to returning the Rental Vehicle at a time other than the business hours of Lessor may require additional charges at Lessor's sole discretion. Renter may not return the Rental Vehicle at a time other than Lessor's hours of operation. Renter and Lessor acknowledge that it would be impractical and extremely difficult to estimate the actual damages which Lessor may suffer as a result of return of the Rental Vehicle other than during Lessor's normal business hours and therefore Renter and Lessor agree the Renter shall also pay a sum of \$1000 over and above the charges and fees do per the Rental Contract is calculated as a reasonable estimate of the amount of damages likely to be suffered at such some shall be paid by the Renter as a consequence of such afterhours return in addition, should Renter abandon the vehicle, Renter and Lessor acknowledge that it would be impractical and extremely difficult to estimate the actual damages which Lessor may suffer as a result of such abandonment, and therefore Renter and Lessor agree that the Renter shall also pay some of \$5000 as a reasonable estimate of damages likely to be suffered by Lessor as a result of abandonment and such some shall be paid by Renter in addition to all other charges and fees per Rental Contract.

m) Lost keys fee. A fee of \$300 is payable if the Renter loses, breaks or damages the Rental Vehicle keys.

8. FAILURE TO PAY CHARGES.

In the event that Renter fails to meet all obligations under this Rental Contract including, but not limited to, the obligations set forth in paragraph 7 to pay charges and fees, Renter agrees that in addition to all other remedies available to Lessor at law and/or equity:

a) Collection expenses. The Renter expressly agrees to pay reasonable attorney and/or a collection agency fees in the event such account is placed in the hands of an attorney and/or collection agency.

b) Interest on unpaid balance. Renter agrees to pay interest on unpaid amounts at the maximum rate allowed by law in the state where this Rental Contract is executed which will accrue from the date due until the date paid.

c) Credit card. Lessor is hereby appointed as Renter's attorney in fact and Lessor is irrevocably authorized and instructed to debit all such unpaid amounts, as indicated in paragraph 7 of this Rental Contract, against any credit cards used by Renter for any initial payment or deposit to Lessor or used as a credit reference. All charges are subject to final audit or revision by Lessor.

9. SECURITY DEPOSIT CHARGE.

Renter acknowledges and agrees that the security deposit paid by Renter there under is to be paid to Lessor as a guaranteed by Renter of the full and complete performance by Renter of each and all of the terms, covenants and conditions contained in the Rental Contract. The security deposit shall at Lessor's option before fitted and Renter shall in addition there to pay less are all charges and cost specified herein as well as all cost and/or expenses caused or occasioned by any breach of Rental Contract by Renter. The security deposit shall be paid at time of pick up. The only acceptable form of payment for security deposit is a major credit card. All other forms of payments, E. G. Debit card, cash, traveller's checks, checks, are not acceptable.

10. LESSOR LIMITATIONS OF LIABILITY.

a) Late pick-ups, early returns, and delays. Lessor shall incur no responsibility or obligation for refund or other payment to Renter, authorized drivers and/or passengers for late or delayed Rental Vehicle check out, early returns, unused portion of Rental Contract or for delays in transfer or in route, regardless of fault or cause, to include, but not limited to: adverse weather conditions, vehicle breakdown, accident, traffic conditions and road closures, Prohibition of driving in designated areas, loss of personal property, theft, vandalism, illness of Renter, authorized drivers and/or passengers, or family emergencies.

b) Renter vehicle delivery. The Lessor's inability to deliver the Rental Vehicle at any time or place specified shall not give rise to any liability of any kind from Lessor to the Renter other than the refund of money deposited, if any.

c) No consequential damages. Lessor shall in no event be liable for any direct, indirect, incidental, special or consequential damages in connection with or arising out of the use, operation, performance or

breakdown of the Rental Vehicle, including any claim related to a Rental Vehicle reservation.

d) Rental Vehicle mechanical breakdown. Lessor assumes no responsibility for any expense incurred by reason of breakdown of the Rental 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 rental charges as a result of mechanical breakdown which results in the loss of use of or Rental Vehicle. Radio, television, automatic entry step, air conditioning, refrigerator, microwave or other appliances, cruise control, or generator malfunctions are not considered to be mechanical breakdowns. Rental Vehicle exchanges may only be considered in the event of a mechanical breakdown. Lessor assumes no responsibility for Renter's delay as a result of Renter's decision to wait for third-party vehicle repairs or exchanges.

e) Responsibility for property. Lessor is not responsible for any damage to or loss of Renter's or anyone else's property.

11. INDEMNIFICATION AND HOLD HARMLESS. RENTER AGREES:

a) To assume all responsibility for operation, maintenance and use of Rental Vehicle regardless of fault, including the sole or partial fault, of the Lessor. (see paragraph 2b).

b) Not to make any claims against Lessor, for any damage, lost expense, injury or death sustained by Renter in the course of rental use of the Rental Vehicle, regardless of fault, including any of the foregoing arising from the acts or negligence of an uninsured motorist.

c) To indemnify, hold harmless and defend a Lessor, regardless of fault, including the sole or partial fault of the Lessor, or third parties, for all losses and expenses, including attorney's fees and costs of litigation using Council of Lessor's choice and against the claims of any operator or passengers of the vehicle, third parties, pedestrians and their errors and personal representatives of such persons, from any claim for personal injury, death or property damage to their loss occasioned during the rental of the Rental Vehicle.

d) In the event of mechanical failure and/or breakdown of Rental Vehicle, the Renter expressly agrees to indemnify, defend and indemnify and hold Lessor harmless of, from and against any and all loss of use, time, transportation cost, and/or any and all other damages and expenses resulting from said contingency.

e) In the event of any mechanical failure, breakdown, and/or malfunction of the Rental Vehicle, then any operation of the Rental Vehicle there after by the Renter and prior to the repair or replacement of the Rental Vehicle shall be at the sole cost, expense, and risk of Renter.

f) In the event of mechanical failure and/or malfunction of the Rental Vehicle which Renter agrees Lessor is not responsible for, Renter will indemnify, defend, and hold Lessor harmless from and against any and all liability, claims, damages, (e.g. Items following and striking occupant(s) and will look to the RV manufacturer for any claims).

12. MAINTAIN AUTOMOBILE INSURANCE

Insurance renter agrees to Maintain Automobile Insurance during the term of this Rental Contract, providing the Lessor, the Renter, and any other persons using or operating the Rental Vehicle with the following primary coverage:

a) Bodily injury and property damage liability coverage.

b) Personal injury protection, no fault, or similar coverage where required.

c) Uninsured/underinsured coverage where required, and

d) Comprehensive and collision damage coverage extending to the Rental Vehicle. Renters insurance will provide at least the minimum limits of coverage required by the financial responsibilities laws of the state or province where the loss occurs. Because the Renter is providing automobile insurance, Lessor is not. In states or provinces where the law requires Lessor to provide insurance Lessor will provide access only, up to the minimum limits required by the financial responsibility laws. The Renters insurance will be primary. Any insurance Lessor is required to provide applies to claims of bodily injury and property damage only. Lessor policy contains exclusions, conditions, and limitations applicable to anyone claiming coverage. Renter agrees to cooperate with Lessor's insurer if any claim is made. Lessor's insurance applies only in the United States and Canada. Renter must obtain written permission, and purchase special liability insurance to use or operate the Rental Vehicle in Mexico. When permitted by law, Renter rejects uninsured, under insured, supplemental, personal injury protection, and no-fault coverage. Where Lessor is required to provide such coverage, Renter is afforded the minimum limits required by law. Any breach of this Rental Contract will void any insurance coverage.

13. COLLISION DAMAGE WAIVER (CDW)

See Master policy for complete details as this is a summary and is not a complete description of the coverage. The master policy contains the legal provisions of the plan, copies of which are available upon request from the Lessor's rental desk. The Lessor may offer CDW which is a separate protection that reduces the Renter's financial responsibility for covered physical damage to \$0 in certain circumstances. CDW is a contractual agreement between the Lessor and the Renter where in the Lessor agrees not to collect a deductible from Renter for damages to the Rental Vehicle, subject to exclusions and conditions.

Jurisdiction: USA and Canada

Coverage: CDW provides coverage for certain physical damage to the Rental Vehicle provided Renter is in compliance with all of the terms and conditions of the Rental Contract. Renter's financial responsibility is reduced to zero per occurrence for physical damage to the Rental Vehicle except for listed exclusions provided Renter is in compliance with all terms and conditions of the Rental Contract. By Renter's acceptance of the CDW, indicated by the Renter's initial on Part A of the Rental Contract and payment of proper charges for CDW, and if the

Rental Vehicle is used as permitted and Renter does not violate any provision or terms and conditions of this contract, the following applies: Renter's responsibility for any and all loss of or damage to Rental Vehicle from any cause regardless of fault is \$0.

Deductible: the deductible is \$0 per occurrence with CDW.

Exclusions - CDW: the use of the Rental Vehicle in violation of the terms and conditions of the Rental Contract. Rental vehicle swaps. Protection for personal property and non-accidental damages. Cost incurred in transporting damage vehicle to the rental station, including towing and storage. Some examples of exclusions are vandalism, and interior damage. CDW does not apply, and the Renter is responsible for any and all loss of or damage to Rental Vehicle at actual or estimated cost per occurrence caused by (i) overhead damage, (ii) undercarriage damage, including entry step, and wheels, (iii) all damage caused during off-road use, (iv) overheating or freezing vehicle systems, (v) damage from backing up the Rental Vehicle, and (vi) any accident caused by willful misconduct, violation of any law, and/or while driving under the influence of drugs and/or alcohol, (vii) damage to motorhome slide out, (viii) damage caused by failure to maintain Rental Vehicle, (ix) or any form of inattentive driving, including falling asleep.

14. RENTERS LIABILITY INSURANCE (RLI)

See master policy for complete details as this is a summary and is not a complete description of the coverage. The master policy contains the legal provisions of the plan, copies of which are available upon request from the Lessor's rental desk. Rental liability insurance (RLI) is optional protection you can elect to purchase when you rent your Rental Vehicle. By Renters acceptance of RLI, indicated by Renters initials on Part A of the Rental Contract RLI and payment of proper charges for RLI and when offered under this Rental Contract, RLI provides the Renter auto liability insurance that protects Renter for up to the state or provincial minimum financial responsibility and limits against claims made by third-party for death bodily injury and/or property damage sustained as a result of an accident while Renter is operating the Rental Vehicle. RLI, to the extent permitted by applicable state or provincial law, is primary and subject to all provisions, limitations, and exceptions of master policy, copies of which are available upon request to the Lessor's corporate office.

Jurisdiction: USA and Canada

Coverage: rental liability insurance (RLI) provides auto liability insurance that protects Renter for up to the state or provincial minimum financial responsibility to limits against claims made by third-party for death, bodily injury and/or property damage sustained as a result of an accident while Renter is operating in the Rental Vehicle. Limits: the limit of coverage available for anyone accident is the minimal financial responsibility limit of the state or provinces in which the accident occurs. RLI, to the extent permitted by applicable state or provincial law, is primary. Uninsured and underinsured motorist coverage for bodily injury per person accident and for bodily injury per accident is the statutory limits of the state or province in which the accident occurs. **Deductible:** there is no deductible with RLI.

Exclusions - RLI: exclusions include but are not limited to the following: use of the Rental Vehicle in violation of the terms and conditions of the Rental Contract. Accidents which occur while Renter is under the influence of alcohol or narcotics. Accident arising out of use of Rental Vehicle by an unauthorized driver.

Claims: contact your rental location for claim forms and claim procedures.

Renter will indemnify and hold the Lessor harmless from and against any loss, liability and expense in excess of limits or beyond the scope of the protection provided for above arising from the use or possession of the Rental Vehicle by Renter or other persons with Renter's permission. Coverage is void and not effective if Renter violates any of the terms and conditions of the Rental Contract or if Rental Vehicle is obtained through Rental Contract based on false or fraudulent information. Renter accepts or declines coverage at the rate(s) included in the Rental Contract. Acceptance is proof of coverage under policy issued to Lessor as outlined in separate brochure. RLI is an insurance program offered by an independent insurance company and not Lessor. The insurance premium administration and or Service fee, if any, are included in Part A of the Rental Contract. The terms and conditions of RLI coverage are outlined in a brochure available at the rental counter.

15. SUPPLEMENTAL LIABILITY INSURANCE (SLI)

See master policy for complete details as this is a summary and is not a complete description of the coverage. The master policy contains the legal provisions of the insurance, copies of which are available upon request from the Lessor's rental desk. Supplemental liability insurance (SLI) is optional protection that you can elect to purchase when you rent your Rental Vehicle. By Renter's acceptance of SLI, indicated by Renter's initials on Part A of the Rental Contract- SLI and payment of proper charges for SLI and when offered under this Rental Contract, SLI provides the Renter excess auto liability insurance that protects Renter for the difference between the underlying insurance and \$1 million against claims made by third-party for death, bodily injury and/or property damage sustained as a result of an accident while Renter is operating the Rental Vehicle. SLI, to the extent permitted by applicable state or provincial law, is excess/secondary to any valid and collectible liability insurance Renter may have. Supplemental liability insurance is excess of all other available insurance including a personal umbrella policy of Renter. If the Renter is from a foreign country and purchased a foreign SLI policy, the foreign SLI policy will be primary and the SLI purchased pursuant to this Rental Contract will be secondary. SLI is subject to all the provisions, limitations, and exceptions of the master policy, copies of which are available for review at the rental desk.

Jurisdiction: USA and Canada

Coverage: supplemental liability insurance (SLI) provides auto liability insurance that affords Renter for up to \$1 million against claims

PART B: JUCY USA CAMPA TERMS AND CONDITIONS

Valid 1 April 2017 – 31 March 2018



made by a third-party for death, bodily injury and/or property damage sustained as a result of an accident while Renter is operating the Rental Vehicle.

Limits: the limit of coverage available for anyone accident is the difference between the underline insurance and \$1 million. Supplemental liability insurance, to the extent permitted by applicable state or provincial laws, is excess/secondary to any valid and collectible liability insurance you may have.

Deductible: there is no deductible was supplemental liability insurance.
Exclusions – SLI: exclusions include but are not limited to the following: the use of a Rental Vehicle in violation of the terms and conditions of the Rental Contract. Accidents which occur while Renter is under the influence of alcohol or narcotics. Accidents arising out of the use of Rental Vehicle by an on authorized driver. See full policy

16. MISCELLANEOUS PROVISIONS.

- a)** This Rental Contract. Renter acknowledges that this Rental Contract is a legal binding agreement that Renter has the option prior to signing the Rental Contract of obtaining independent legal advice in regards to its terms and conditions if Renter so desires.
- b)** Signature acknowledgment. By Renter filing claims for reimbursement, settlement of applicable charges, and signature of Rental Contract at return, Renter waves any and all claims against Lessor, all parties, travel agents, wholesalers and the like, related to the reservation and the rental of the Rental Vehicle.
- c)** Severability if anyone or more of the terms or conditions of this Rental 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, and 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 Rental Contract.
- d)** Arbitration. Renter and Lessor waive the right to trial, whether by judge or jury, for any claim or dispute which may arise under this Rental Contract. Any dispute, claim our controversy arising out of or relating to this contract or breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this Rental Contract to arbitrate, shall be determined by arbitration in the city or county of the state or province where the Rental Contract is executed, before a single arbitrator. The arbitration shall be administered by JAMS pursuant to its comprehensive arbitration rules and procedures. Judgment on the award maybe entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court or appropriate jurisdiction. The arbitrator may, in the award, allocate all or part of the cost of the arbitration, including the fees of the arbitrator and the reasonable attorney's fees of the prevailing party.
- e)** Governing law; Jurisdiction. By acceptance of this Rental Contract (with Renter signature on Part A of this Rental Contract at Rental Vehicle check out) Renter and Lessor mutually agreed that the laws of the state or province where this Rental Contract is executed, shall govern the validity, interpretation and enforcement of this Rental Contract in all matters pertaining to this Rental Contract. If suit or claim becomes necessary by any party for enforcement of the provisions of this Rental 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 rental contract is executed. The place of reservation is a relevant. Any change of the venue requires this written mutual approval of the change by both Renter and Lessor.
- f)** Captions. The headings used in this Rental Contract are for the convenience of the Renter and the Lessor only and shall not be considered and construing the provisions of this Rental Contract.
- g)** Amendments to Rental Contract. Part A of the Rental Contract, the additional terms and conditions of the Rental Contract, and the addendum contained all the agreements between Renter and Lessor and merge and supersede all other oral or written communication related to this contract to include, but not limited to, all marketing and advertising presentations or materials, all reservations communications and documents, all services, repairs, and road assistance materials and communications. No provisions of this Rental Contract maybe wavered or modified orally or in writing by any employee, licensee or agent of Lessor except by a written instrument signed by the Lessor's manager at the return location.

17. RENTAL VEHICLE CHECK IN:

- a)** The Rental Vehicle must be checked in and vacated prior to 11 am on the day Renter is scheduled to return.
- b)** Renter returning late will be charged a late fee determined by Lessor.
- c)** Holding tanks must be emptied and flashed prior to return or Renter will be charged a minimum of \$75 per tank.
- d)** Gasoline tank must be full. If the tank is between full and ½ full Renter will be charged \$50. If the tank is between ½ full and empty Renter will be charged \$100.
- e)** No refunds for early returns.
- f)** Renter is responsible for any fines; charges for road tolls; traffic and parking violations issued; court cost; and any other violation while the Rental Vehicle is in their possession and Renter will be charged accordingly. In addition Renter agrees to pay an administrative fee of \$50 for each such charge.
- g)** Lessor is not responsible for any article left in Rental Vehicle by Renter.
- h)** Renter must return the Rental Vehicle in a clean condition, or a cleaning fee will be estimated and charged at a labor rate of the return locations then current labor rate.

18. MAINTENANCE AND RENTERS RESPONSIBILITY:

- a)** Lessor provides Renter with detailed instructions and guidelines for operating Rental Vehicle and it systems. Renter's failure to adhere to the instructions and guidelines provided by Lessor in verbal, visual or written form constitutes improper use of Rental Vehicle and may result

in damage or decreased function in Rental Vehicle or it systems. Any and all damage and decreased functions resulting from improper use of Rental Vehicle is the sole responsibility of the Renter and Renter will be required to pay Lessor for repairs and loss use of Rental Vehicle or it systems.

- b)** Renter is responsible for checking engine oil at each refueling, and coolant levels and tire pressure in the morning when the engine is cold, Renter is also responsible for checking into and reporting any problems Renter notices with the Rental Vehicle (fluid leaks, smoke, warning lights, etc.)
- c)** Renter will be held responsible for mechanical damage caused by negligence in operation and/or normal maintenance (i.e. Driving with very low engine oil, transmission fluid, etc.).You may not transport more people than the manufacturer of the vehicle recommends for the specified vehicle type, or more people than there are seatbelts in the Vehicle. Should you transport more people than recommended, you may be in violation of traffic safety laws and the excess weight could cause an accident or mechanical failure. In either case, Renter will be held fully responsible.

19. ON-ROAD SUPPORT HELPLINE: 800-650-4180

- a)** Renter is authorized to proceed with necessary parts and/or repairs up to \$75 and will be reimbursed upon presentation of receipt. In the event of needed parts and/or repairs in excess of \$75, the Renter must call the on-the-road support helpline using the toll-free number to obtain authorization prior to the repair being made. Cell phone charges will not be reimbursed.
- b)** Lessor will reimburse for authorized repair as needed as a result of mechanical failure and may refund rental charges or fraction thereof. Renter assumes full responsibility for any additional expenses (e.g. lodging, delay, loss of business, transportation, etc.) incurred by reason of a breakdown. Only the repaired Rental Vehicle will qualify for reimbursement. Claims for any accompanying vehicle will not be accepted.
- c)** Customer must call the on road support helpline for assistance and follow all recommendations in order to be eligible for compensation consideration.
- d)** The on the road support helpline is a courtesy service provided by JUCY for our customers. On the road help line personnel are not authorized to determine lost time/use refunds. Any refund consideration will be made by Manager overseeing the return location. Claims for compensation by Renter after the completion of the rental must be submitted in writing within 45 days of the return of the Rental Vehicle to Lessor's possession. Renter agrees that no claims will be excepted if submitted more than 45 days after the return of the Rental Vehicle.
- e) Please note:** a Rental Vehicle provides multiple features including transportation, lodging, cooking facilities, toilet, shower, etc. An equipment malfunction resulting in the loss of one or more of these facilities may cause certain inconveniences but does not constitute complete loss of Rental Vehicle use. Lessor will not be responsible for lost due to breakdown of items such as radio, tape player, television, cruise control, electronics, etc., as they are not critical to the performance of the Rental Vehicle.

20. TRAVELING IN MEXICO, CANADA OR ALASKA

- a)** United States liability insurance is void while traveling in Mexico.
- b)** Lessor will not accept toll-free calls or any receipts for repairs or parts from Mexico.
- c)** Renter is responsible for all repairs and breakdowns to the Rental Vehicle and for any and all related problems while traveling in Mexico, northern Canada or Alaska.

RENTER: _____

DATE: _____

RENTER: _____

DATE: _____

RENTER: _____

DATE: _____

By the signature(s) below, Renter(s) acknowledge(s) receipt of this contract and agree(s) to be bound by its Terms and Conditions